UNITED STATES COURT OF CLAIMS.

NO. 12742.

THE CHOCTAW NATION OF INDIANS

VS.

THE UNITED STATES.

EVIDENCE FOR CLAIMANT.

Rule issued July 25, 1881.

Volume II

(Pages 881 through 1707)

[NOTE: The index is at the front of the volume. Text begins after page XXXVII.]

COURT OF CLAIMS.

No. 12742.

THE CHOCTAW NATION OF INDIANS *v.* THE UNITED STATES.

INDEX TO CLAIMANT'S EVIDENCE.

A.

Page.

Abstract of judgments prepared by Claiborne and Graves and unsigned by them, but subsequently confirmed by Tyler, Gaines, and Rush 689

Account stated between the Choctaw Nation and the United States (marked "I"), transmitted to Congress in obedience to resolutions of the Senate. 1411

Letters concerning, from—

Fuller, T. J. D., to A. B. Greenwood, transmitting statement of payments to Choctaws, marked A 1401

Greenwood, A. B., to J. Thompson, Secretary of the Interior, transmitting the 1400

Thompson, J., to Wm. Pennington, Speaker of the House of Representatives, transmitting the 1399

Wilson, Joseph S., to A. B. Greenwood, stating the amount of lands embraced in cession of 1830; amount sold; amount unsold, &c 1410

Statement of payments Choctaws for removal and subsistence, marked B. 1412

Statement of payments on account of Choctaw orphan reservations, marked C 1416

Statement of payments on account of expenses of commissioners, marked E. 1418

Statement of various expenses growing out of the location and sale of Choctaw reservations, marked F 1419, 1420

Address of the Choctaw Nation to President Pierce, praying for the net proceeds of lands sold by the government 1247

Address of P. P. Pitchlynn, Choctaw delegate, to President Pierce, on presenting the appeal of the Choctaw Nation 1244

Address to Choctaws, by commissioners of the treaty of 1830, concerning the negotiations of the treaty of 1830, and referring to Choctaw title to "country west of the Mississippi" 6

Agreements between John J. Weed, counsel for claimant, and Thomas Simons, Assistant Attorney-General 1240, 1697

Amounts claimed by the Choctaws under the treaty of 1830 (*see* Memorandum of particulars; Particular 8) 1348

Amounts realized by the Choctaws under the treaty of 1830 (*see* Memorandum of particulars; Particular 8) 1349

Annuities, arrearages of (*see* Memorandum of particulars; Particular 8) 1348

Annuities, suspended (*see* Southern Refugee Indians; Disbursements on account of) .....

Award of the Senate—

Account stated between the Choctaw Nation and the United States, in conformity with 1411

Information furnished prior to the, from—

Mix, Charles E., giving answers to questions propounded by the chairman of the Committee on Indian Affairs of the Senate relating to the Choctaw case 1363

970.5

Page.

Award of the Senate—Continued.
Letters concerning, from—
Greenwood, A. B., to J. Thompson, transmitting accounts stated, in accordance with the 1400
Thompson, J., to William Pennington, Speaker of the House of Representatives, transmitting account stated in accordance with the 1399
Petition of Choctaw Nation for payment of 1699
Resolutions adopted giving the Choctaws the net proceeds of their lands. 1398

B.

Balance due the Choctaws (*see* Memorandum of particulars; Particular 8) ... 1350

C.

Cattle, letters concerning, from—
Ward, William, to Secretary of War, notifying the department of the appointment of Maj. William Dousing to appraise the value of 17
Commissioners to adjudicate Choctaw claims—
Claiborne, Graves, and Barton 302
Gaines, George S 485
Murray, Vroom, and Pray 120
Murray, Vroom, and Barton 126
Rush, Samuel 485
Tyler, William 314, 334, 335
Statement of the contingent expenses of the 1418
Country west of the Mississippi—
Address to the Choctaws by the treaty commissioners of 1830, in which reference is made to the 8
Eastern boundary line of, papers relating to 1697, 1698

D.

Depositions by—
At-cle-wah states that many Indians left their homes through fear that the emigrating agents would take their women and children west 787
Bell, Robert, concerning residences of Indians 203
Ben-ah-tubbee, Shan-ah-tah, and Hah-io-tubbee state that they pointed out the Indian lands described in the foregoing list 786
Billingslea, William B., concerning reservations of Indians 210
Blackwell, Norris, concerning residences of Indians 206, 207
Boyd, John D., states that he advised certain fourteenth-article claimants to make claim under the nineteenth article, &c 415
Byrn, J. W., showing the erasure of Indians' names from Ward's registration books 66
Byrn, J. W., states that Agent Ward refused to register Indians 152
Captain Bob, alias Mingo-ho-mah, concerning efforts of Choctaws to register, bad conduct of Agent Ward, &c 576
Castor, John, showing the ill-treatment of Indians by white men, driving them from home, &c 62
Chanahajo, concerning reservations of Indians 214
Chis-a-ho-mah, alias Red Post Oak, testifies that Agent Ward refused to register his company of Six Towns, saying there were too many being registered, they must go west. List of 406 Indians attached to deposition 822
Choate, James C., testifies that Agent Ward refused to register Indians 975
Cobb, James, testifies that Agent Ward refused to register Indians, and that Agent Armstrong threatened them with soldiers if they did not emigrate. 809

Page.

Depositions by—Continued.

Cobb, Nat., concerning residences of Indians 208
Cobb, Samuel, attempted registration of company at Turnbull's 156
Cobb, Samuel, being answers to interrogatories to him, 12th November, 1843, by John Johnston, relating to conduct of J. F. H. Claiborne 410
Cole, Coleman, concerning location of residences of Indians 202
Cole, Robert, concerning lists of claimants made by Ganet E. Nelson 175
Crafts, Reuben, states that he took the numbers of certain Indian lands 479
Cross, S. T., states that he knows of no fourteenth-article claimant who has returned from the country west 155
Crowder, Eli W., concerning Ward's failure to register Indians 425
Cushman, Calvin, states that Agent Ward's habits were bad 165
Durant, Charles, states he pointed out location of certain Indian lands 425
Durant, Pierre, and Vicey, state efforts to register 425
Durant, Charles, relates to Ward's refusal to register Indians, Ward saying he would register no more, but that the people who wanted land must go west 431
Daniels, Norman Nelson, concerning motives of Kirksey and Poindexter's protest against the consideration of Indian claims to land 433
Daniels, N. N., states that he took the numbers of the sections of lands on which the Six Towns lived, as per accompanying list 456, 459, 461, 463, 470, 472, 473, 475, 476, 477, 482, 483
E-ah-to-chubbe, concerning efforts of Choctaws to register; refusal of Agent Ward, &c 583
E-li-tubbee, concerning reservations of Indians 213
E-li-tubbee, concerning attempted registration of Indians 458
E-li-tub-bee, alias Tom Gibson, testifies as to the attempt of 107 Six-Town Indians to register 815
Ellis, John, concerning Ward's refusal to register Indians 437
Field, Jesse M., states that Agent Ward's habits were bad, that he said "If he allowed all the Indians to register who wished to do so the policy of the government would be thwarted," &c 154
Flack, Hugh C., states that he took the numbers of the locations of certain Choctaws 784
Flack, Hugh C., states that the foregoing table shows the locations of certain Indians 785
Gordon, John H., concerning a list made by him of residences of 184 "heads of families" 187
Grant, Reuben H., and Jefferson Clements, showing the refusal of Ward to register Indians, and charging him with intoxication, &c 66
Hall, R. J., concerning location of certain Indian lands 439
Hammond, John T., declares that ten heads of families failed to get reservations, who did declare intentions, but Ward's register fails to show they registered 45
Hammond, John T., concerning registration of Indians 170
Hancock, John B., concerning Ward's registry of the Suckenatchie Indians 63
Hancock, J. B., regarding Ward's registration 434
Harper, Logan, states he has no knowledge of any Indians who have emigrated west returning 452
Harrison, Hugh, relating to the location of certain Indian lands, as per attached list 447, 449, 452, 454, 455
Harrison, Hugh, relating to the claim of Ah-be-coo-chah 485
Herbert, William, concerning the location of certain Indian lands 441
Hodges, Joseph, concerning location of lands on which Indians lived at date of treaty of 1830 199

Page.

Depositions by—Continued.

Hodges, Joseph, states that he took the numbers of certain Indian lands... 414

Hodges, Joseph, regarding the motives of one Kirksey in protesting against the board of commissioners investigating Indian claims to lands..... 433

Hodges, Joseph, states he took the numbers of certain Indian lands..... 419, 420, 439, 450, 463, 464, 466, 482

Hodges, Joseph, taken at Fort Smith, Arkansas, November 16–21, 1881, concerning death of certain witnesses who had testified in relation to Choctaw claims, and the quality and value of Choctaw lands..... 1677

Holderness, McKinney, regarding registration of Indians..... 153

Howell, Calvin H., states that Ward refused to register Indians; that he said he was instructed to induce them to go west..... 151

Hudspeth, Samuel M., concerning registration of Indians..... 164

James, Adam, showing the refusal of Agent Ward to allow Indians to register 54

James, Adam, stating Agent Ward's refusal to register Indians..... 181

Jones, John, concerning registration of Choctaws..... 63

Kuna-mooe-tubbee, concerning registrations of Indians 209

Leflore, Greenwood, in reply to interrogatories propounded by the commissioners regarding alleged frauds committed against the United States growing out of the fourteenth and nineteenth articles, treaty of 1830.. 429

Lincecum, Grabel, showing unjust treatment of Indians by Ward, refusal to register, &c..... 56, 59

Little Leader, showing Ward's unjust treatment of Indians, refusal to register, &c..... 61

Mah-la-tubbee states that he pointed out the locations of certain Indians. 784

Man-chubbe, captain, concerning efforts made by Choctaws to register, refusal of Agent Ward, &c..... 581

McDonald, Hugh, concerning residences of certain Indians..... 421, 436

McGee, Thomas, states that Agent Ward refused to register Indians, and threatened to put Little Leader in jail..... 150

Me-ah-shan-tah, concerning the attempted registration of Indians..... 480

Mitchell, Ely S., taken at Washington, D. C., September 27, 1881, concerning value of Choctaw lands, and death of certain witnesses who had testified in relation to Choctaw claims 1427

Moontubbi declares that all the claimants mentioned in schedule on page 50 (excepting one), with many others, signified their intentions to register..... 49

Moon-tubbee, concerning registration of Indians..... 177

Morris, A. G., states that he took the numbers of certain Indian lands as per incorporated list..... 786

Mul-ti-ah, testified that Agent Ward refused to register Indians, &c..... 807

Multur and Year-bey state that they pointed out the locations of certain Indians..... 784

Murphey, James, testifies to his knowledge of Mul-ti-yah and Ye-ah-bee, and believes them to be truthful, &c..... 795

Newsom, James E., states that he took the number of certain of the lands of the Six Towns, as per accompanying list..... 469

Nock-i-ne-tubbee, concerning location of certain Indian lands..... 441

Nock-i-ne-tubbee, relating to the location of certain Indian lands..... 448

Nok-ish-ti-ah testifies as to the attempt of Indians to register..... 802

Nuk-ko-ah-ho-mah, concerning efforts of Choctaws to register, refusal of Agent Ward, &c..... 582

Onub-bee, concerning unsuccessful attempts of Indians to register..... 416

Oon-ta-chea, concerning residences of Indians..... 205

Page.

Depositions by—Continued.

Oxberry, James, declares that he is acquainted with the claimants mentioned in schedule on page 50, and that they all applied to Colonel Ward to be registered 48
Pah-lubbee states that Agent Ward discouraged registration 161
Pah-lubbee and Hiahkah, concerning the attempted registration of Indians at Leflore's 467
Parker, J. J., states he has no knowledge of any Indians who have emigrated west returning 454
Pa-sham-ba, alias Co-pa-sha, testifies as to the attempt of Indians to register 798
Pickens, James, concerning registration of Indians at Turnbull's 168
Pitchlynn, John, showing that Agent Ward registered Indians whose names were not afterwards found in his returns 65
Pom-fil-lah and Te-ahe-nin-tubbee state that they accompanied Joseph Hodges when he took the numbers of Choctaw lands 415, 421
Randels, C. B., states that he took the numbers of certain Choctaw lands mentioned in this deposition 760
Red Post Oak, concerning attempted registration of Indians 458
Reed, Virdell, testifies that he took the numbers of certain Indian lands. 828, 829, 830, 831, 832, 833
Sak-e-ti-ah, concerning location of certain Indian lands 449
Seabroosh, M., and B. F. Bullock, concerning Ward's registry of Suckenatchie Indians 64
Sho-pon-sha testifies as to the attempt of Indians to register 795
Soc-a-tubbee, concerning registration of Indians 166
Sock-a-tubbee, concerning a list of residences of 192 "heads of families" ... 194
Standley, James, showing unjust treatment of Indians by Ward, refusal to register, &c 51
Standley, James, concerning reservations, &c 160
Standley, James S., taken at Washington, D. C., December, 1881, proving Choctaw laws, and relating to the election of principal chief 1700
Te-i-tubbee testifies as to the attempt of Indians to register 805
Tish-o-cheleta, concerning residences of Indians 204
Tish-o-mah, concerning Ward's refusal to register Indians 183
Tish-o-mah, concerning residences of Indians 204
Tish-o-nubbee, concerning residences of Indians 206
Tishopia, concerning Ward's failure to register Indians 417
Tishopia, concerning location of certain Indian lands 440
Tobla-chubbe, concerning Ward's failure to register Indians 443
Toby, James, concerning attempt of Indians to register 447
Toh-pe-oon-che-ah, To-tubbee, and Yok-nu-la testify as to attempt of 137 Six-Town Indians to register 812
Tokahajo, concerning reservations of Indians 212
Tom, Jim, states he pointed out location of certain Indian lands 424
Turnbull, Anthony, concerning registration of Indians 172
Walker, John, showing the ill-treatment of Indians by white men, driving them from home, &c 62
Weshockshehomah, concerning Ward's intimidation of Indians who desired to register, &c 434
Wilkinson, James, concerning location of certain Indian lands 423
Woodward, William, states that attempts were made by emigrating agents to force the Indians to emigrate 793
Yates, Allen, testifies that Agent Ward refused to register Indians 820
Ye-ah-bee, states that Indian improvements were taken possession of by white men 794

E.

Page.

Eastern boundary line, papers concerning—
McFarland, N. C., letter from, to S. J. Kirkwood, relating to 1697
Statement of the area of lands embraced within the original and corrected surveys of the 1698
Stipulation between counsel for claimant and Assistant Attorney-General. 1697
Williamson, J. W., letter from, to Carl Schurz, relating to 1698

Emigration of Choctaws. (*See* Removal of Choctaws.)

F.

Funds of the Choctaw Nation—
Bonds issued in part payment of "Net Proceeds," which were sold, the proceeds being used to purchase supplies for Southern Refugee Indians... 1560
Letters concerning, from—
Bell, A., to Archibald Hopkins, transmitting copies of papers, &c..... 1432
Choctaw delegates to D. N. Cooley, asking for a statement of..... 1433
Choctaw delegates to D. N. Cooley, asking for a statement of..... 1434
Cooley, D. N., to Choctaw delegates, including statements of 1433
Price, H., to Secretary of the Interior, transmitting copies of papers .. 1433
Wright, Allen, to O. H. Browning, asking for a statement of..... 1435
Statement of "Fulfilling treaties with Choctaws" 1436
Statement of receipts and disbursements of..... 1440
Statement of receipts and disbursements of, from July 1, 1860, to July 1, 1866 1438

I.

Improvements lost, compensation claimed for (*see* Memorandum of particulars; Particular 4) 1345

Instructions, official, to—
Armstrong, F. W., from Hon. John H. Eaton, Secretary of War, concerning registration of Choctaws 19
Armstrong, William, from W. L. Marcy, concerning scrip payments to Choctaws..... 1206
Armstrong, William, from W. Medill, concerning payment of scrip to Indians 1207, 1209
Armstrong, William, from W. L. Marcy, directing the withholding of scrip from Indians until they reach their country west 1381
Brown, A. V., from C. A. Harris, regarding sale of orphan lands..... 1144
Claiborne, Graves, and Barton, commissioners, from T. Hartley Crawford, Commissioner of Indian Affairs 302
Claiborne and Graves, commissioners, from T. Hartley Crawford, Commissioner of Indian Affairs.....310, 311, 312, 314
Claiborne, Graves, and Tyler, commissioners, from T. Hartley Crawford... 320
Claiborne, Graves, and Tyler, from T. Hartley Crawford, acknowledging receipt of 190 claims adjudicated, &c 330
Claiborne, Graves, and Tyler, from T. Hartley Crawford, concerning duties of the board of commissioners 325, 326
Claiborne, Graves, and Tyler, from T. Hartley Crawford, inclosing letter of R. H. Grant, and the reply of Indian Office to same (*see* page 330)..... 331
Cooper, D. H., from Geo. W. Manypenny, directing a census to be taken for the purpose of scrip payment to Choctaws 1236, 1237
Cross, S. T., from C. A. Harris, regarding removal of Choctaws 1162, 1163
Executive Departments, from President Andrew Jackson, to suspend from sale certain Choctaw reservations..... 51

Page.

Instructions, official, to—Continued.

Grayson, E. B., from C. A. Harris, concerning orphan lands 1143

Hunt, F. S., from L. Lea, instructions to investigate charges against James H. Bowman, concerning scrip payment 1227

Hunt, F. S., from L. Lea, to inform Indians that money due them would be paid after their emigration 1228

Hunt, F. S., from Geo. W. Manypenny, suspending the further emigration of Indians 1228

McRae, John J., from T. Hartley Crawford, relating to the removal of Choctaws (*see, also,* Removal of Choctaws west, letters concerning) ... 1171, 1172, 1173, 1174, 1177, 1179, 1181, 1184

Martin, G. W., from Hon. John Robb, acting Secretary of War, concerning registration and reservation of Choctaws 28

Martin, G. W., from Hon. Lewis Cass, concerning reservation of Choctaws. 31

Martin, G. W., from Mahlon Dickerson, acting Secretary of War, concerning reservations of Choctaws 34

Martin, G. W., from Hon. Lewis Cass, concerning reservations of Choctaws. 33, 35

Murray and Vroom, Choctaw commissioners, from Carey A. Harris, directing them to proceed in the discharge of their duties, &c 121

Phillips, Capt. J. A., from C. A. Harris, regarding the removal of Choctaws 1153, 1154

Rutherford, Samuel M., from W. Medill, regarding removal of Choctaws west 1212

Rutherford, Samuel M., from W. Medill, concerning scrip payments to Choctaws 1216

Scott, Henry L., from A. S. Loughery, acting commissioner, notification of appointment 1223

Scott, H. L., from A. S. Loughery, acting commissioner, concerning emigration of Choctaws 1224

Scott, H. L., from Orlando Brown, commissioner, suggesting the employment of certain persons to remove Choctaws, and states that an agent has imprisoned Indians, creating great consternation among them 1224

Scott, H. L., from Luke Lea, requesting him to co-operate with Mr. Bowman in efforts to remove Choctaws 1225

Secretary of War, from President Polk, concerning removal of Choctaws, and the payment of scrip 1211

Stuart, T. C., from W. Medill, concerning removal of Choctaws 1217

Stuart, T. C., from W. Medill, concerning the gratuitous furnishing of clothing to emigrating Choctaws 1218

Stuart, T. C., from W. Medill, concerning removal of Choctaws 1220

Trahern, William, from D. Kurtz, acting commissioner, regarding the sale of "orphan reservations" 1133

Trahern, William, from Elbert Herring, commissioner, concerning sale of "orphan reservations" 1134

Tyler, William, from T. Hartley Crawford, Commissioner of Indian Affairs. 315

Tyler and Rush, from T. Hartley Crawford 486

Tyler, Gaines, and Rush, from T. Hartley Crawford, relating to the removal of Choctaws (*see, also,* Removal of Choctaws west, letters concerning). 1183

Vroom, Pray, and Murray, Choctaw commissioners, from C. A. Harris, Commissioner of Indian Affairs, directing them to proceed to Columbus and organize, &c 120

Ward, William, from Samuel S. Hamilton, commissioner, concerning the making of a register of Choctaws 14

Ward, William, from Samuel S. Hamilton, commissioner, concerning reservation claims of Choctaws 15

Page.

Instructions, official, to—Continued.
Ward, William, from Hon. Lewis Cass, concerning "orphan children" 16
Wilkins, William, from President Tyler, to ask Congress for an extension of time for Choctaw commissioners 494

L.

Lands ceded by treaty of 1830—
Sold prior to February 24, 1836, descriptive list of 1425
Surveying and sale of, cost of, letter of N. C. McFarland concerning 1423
Value of, deposition of Hodges, Joseph, concerning 1677
Value of, deposition of Ely S. Mitchell concerning 1427
Lands east of the Mississippi, Choctaw title to their, after the treaty of 1830 .. 1351
Lands west of the Mississippi—
Address to the Choctaws by the treaty-commissioners of 1830 8
Title prior to the treaty of 1830, to 1353
Laws of the Choctaw Nation, deposition concerning, by Standley, James S., relating to the election of principal chief 1700
Lists of claimants to reservations from—
Brown, A. V 26
Claiborne, Graves, and Tyler, known as "docket of claims," numbering from 1 to 1099 375–390
Claiborne, Graves, and Tyler, known as "a tabular statement of cases" adjudicated 391–407
Crawford, T. Hartley, transmitted to the Secretary of War for the disapproval of the President 318
Crawford, T. Hartley, transmitted to the Secretary of War for the approval of the President 316
Herbert, William, giving location of lands 442
Manypenny, Geo. W., transmitted to the Secretary of the Interior (*see* rejected cases) 613–683
Martin, Geo. W., schedule of Choctaw claimants, &c 50
Martin, Geo. W., known as "Martin's Register" 75
Murray and Vroom 137
Murray and Vroom, with their decisions on claims, &c 214–281
Tyler, Gaines, and Rush, transmitted to the President 491–493
Tyler, Gaines, and Rush, transmitted to the President 497–575
Tyler, Gaines, and Rush, known as "See-quah-natch-ah cases" 585–610
Tyler, Gaines, and Rush, being an abstract of judgments prepared for signature by Claiborne and Graves 689
Ward, W 18

M.

Memorandum of claims presented by the Choctaws 1373
Memorandum relating to the Choctaw case, by W. M 1375
Memorandum of what the net proceeds would give 1374
Memorandum of particulars—
Particular 1. For interest of Western Choctaws unsatisfied in lands ceded. 1517
Particular 2. Damages sustained by Choctaws for violation of fourteenth article of treaty of 1830 1321–1341
Particular 3. Reservation claims under the nineteenth article of the treaty of 1830 1341–1345
Particular 4. Compensation for improvements lost 1345
Particular 5. Claim under the fifteenth article, treaty of 1830, for pay of principal chief, $500 annually, for twenty years 1346
Particular 6. Claims under the sixteenth article, treaty of 1830, for removal and subsistence of self-emigrants 1346, 1347

Page.

Memorandum of particulars—Continued.
Particular 7. Claims under the twentieth article, treaty of 1830, for rifles, ammunition, &c., for each warrior who emigrated 1348
Particular 8. Arrearages of annuities; amounts claimed under the treaty of 1830; amounts realized by the Choctaws under the treaty of 1830; balances due the Choctaws 1348, 1349, 1350
Memorials. (*See* Petitions and memorials.)

N.

Net proceeds of lands—
Bonds appropriated in 1861 on account of, proceeds of which were used to purchase supplies for Southern Refugee Indians 1560
Letters concerning, from—
Bell, A., to Archibald Hopkins, inclosing two letters from the Commissioner of General Land Office, giving cost per acre of surveying Choctaw lands 1422
Bell, A., to Archibald Hopkins, inclosing letter of Commissioner of General Land Office transmitting descriptive list of Choctaw lands sold prior to February 24, 1836 1424
McFarland, N. C., to S. J. Kirkwood, relating to cost per acre of surveying Choctaw lands, &c 1423
Wilson, Jos. S., to Alfred B. Greenwood, giving number of acres in Choctaw cession of 1830, &c 1422
Memorandum showing the amount due Choctaws if allowed the 1374
Reports concerning, by—
Sebastian, W. K., made to the Senate, recommending that the Choctaws be allowed the 1382
Resolutions concerning, submitted by—
Sebastian, W. K., to the Senate, to allow the Choctaws the [agreed to]. 1398
Notes upon the Choctaw question—
Coercion, force, and duress used to obtain the treaty of 1830 1354
Inducements and promises held out and made to the Choctaws to procure them to make the treaty of 1830 1356
Lands east of the Mississippi, Choctaw title to their, after the treaty of 1830. 1351
Lands west of the Mississippi, Choctaw title to their, prior to the treaty of 1830 1353
Net proceeds of the sale of lands under the treaty of 1830, was due the Choctaws 1358
Payments agreed to be made under the treaty of 1830 1357
Reservations provided for, utmost extent of 1357
Rights of the Choctaws prior to the treaty of 1830 1354

O.

Orphan reservations—
Letters concerning, from—
Brown, A. V., to C. A. Harris, regarding sale of orphan lands, stating that they averaged $8.50 per acre 1145
Cass, Lewis, to William Trahern, notifying him of his appointment as agent to locate orphan lands 1133
Grayson, E. B., to C. A. Harris, notifying the Indian Office of the appointment of Grant Lincicum to value orphan lands 1138
Grayson, E. B., transmitting returns of valuations of orphan lands 1142
Harris, C. A., Commissioner, to E. B. Grayson, regarding orphan lands. 1143
Harris, C. A., to A. V. Brown, transmitting list of orphan lands 1144
Harris, C. A., to A. V. Brown regarding sale of orphan lands 1144

Page.

Orphan reservations—Continued.
Letters concerning, from—
Herring, Elbert, to William Trahern, concerning sale of orphan lands. 1134
Kurtz, D., to William Trahern, regarding sale of orphan lands..... 1133
Nicholson, A. D., and Geo. W. Martin, to Commissioner Harris 1138
Trahern. William, to Lewis Cass, concerning the sale of orphan lands 1135, 1136
List of Choctaw orphan claims reported by A. V. Brown, as never having been confirmed 1138
Statement of number, location and estimated, value of orphan lands, certified to by Grant Lincicum 1139
Statement of number, location, and estimated value of orphan lands, certified to by Samuel Hosmer 1139–1142
Statement of orphan lands selected by William Trahern 1137
Statement of payments on account of..... 1416
Statement of sales of orphan lands by A. V. Brown, at Columbus and Choccuma .....1147—1152

P.

Petitions and evidence in rejected cases. (*See* Rejected cases.)
Petitions and memorials of Choctaws to—
Congress, praying payment of amount due under the award of the Senate. 1699
The President of the United States..... 1190
Pierce, General Franklin, President, asking for the settlement of the claims of the Choctaws..... 1247
Senate of the United States, relating to the claims of the Choctaws..... 1240
Principal chief, pay of, for twenty years (*see* Memorandum of particulars; Particular 5) 1346

R.

Refugee Indians. (*See* Southern Refugee Indians.)
Registration of Choctaws—
Depositions concerning, by—
Be-nah-tubbee, relating to attempt of Indians to register 790
Blackwell, Norris, states that he took the numbers of the lands where Indians lived 206, 207
Byrn, John W., states that Agent Ward's habits were bad; that he refused to register Indians, &c 152
Byrn, J. W., showing the erasure of Indians' names from Ward's registration books 66
Captain Bob, alias Mingo-ho-mah, relating to the efforts of Indians to register, refusal of agent, &c..... 576
Chis-a-ho-mah, alias Red Post Oak, testifies that Agent Ward refused to register Six Town Indians; furnishes a list of 406 Indians who desired to register 822
Choate, James C., testifies that Agent Ward refused to register Indians. 975
Cobb, James, testifies that Agent Ward refused to register Indians, &c. 809
Cobb, Samuel, attempted registration of company at Turnbull's..... 156
Cole, Robert, relating to list of claimants made by Garret E. Nelson.. 175
Crowder, Eli W., relating to Ward's failure to register Indians..... 425
Cushman, Calvin, states that Agent Ward's habits were bad..... 165
Durant, Charles, relates to Ward's refusal to register Indians, Ward saying that he would register no more, but that the people who wanted land must go west 431
Durant, Pierre, and Vicey, efforts to register..... 425

Page.

Registration of Choctaws—Continued.

Depositions concerning, by—

E-ah-to-chubbe, relating to efforts of Indians to register, bad conduct of Agent Ward, &c 583

E-li-tub-bee, relating to attempted registration of Indians 458

Eli-tub-bee, alias Tom Gibson, testifies as to the attempts of 107 Six-Town Indians to register 815

Ellis, John, relating to Ward's refusal to register Indians 437

Field, Jesse M., states that Agent Ward's habits were bad; that he said "if he allowed all the Indians to register who wished to do so the policy of the government would be thwarted," &c 154

Grant, Reuben H., and Jefferson Clements, showing the refusal of Ward to register Indians, and charging him with intoxication, &c 66

Hammond, John T., declares that ten heads of families failed to get reservations, who did declare intentions, but Ward's register fails to show they registered 45

Hammond, John T. 171

Hancock, John B., concerning Ward's registry of the Sucquenatchie Indians 63

Hancock, J. B., regarding Ward's registration 434

Holderness, McKinney, states that Agent Ward's habits were bad, &c. 153

Howell, Calvin H., states that Agent Ward's habits were bad; that he refused to register Indians; that he said "he was instructed to induce as many of them as possible to go west," &c 151

Hudspeth, Samuel M. 164

James, Adam, showing the refusal of Agent Ward to allow Indians to register 54

James, Adam, states that Agent Ward broke the sticks presented to him as the number of heads of families, and refused to register them, saying there were too many of them 181

Jones, John, concerning Ward's registry of Indians 63

Lincecum, Grabel, showing Ward's unjust treatment of Indians 56, 59

Little Leader, showing Ward's unjust treatment of Indians, refusal to register, &c 61

Man-chubbe, Captain, relating to Ward's refusal to register Indians, &c 581

McGee, Thos., states that Agent Ward's habits were bad; that on one occasion he said "that Little Leader was endeavoring to prevent some of his party from removing, and that if he did not desist he would put him in jail" 150

Me-ah-shan-tah, relating to the attempted registration of Indians 480

Moontubbe declares that all the claimants mentioned in schedule on page 50 (excepting one), with many others, signified their intentions to register 49

Moon-tubbee 177

Mul-ti-ah testifies that Agent Ward refused to register Indians 807

Nok-ish-ti-ah testifies as to the attempt of Indians to register 802

Nuk-ko-ah-ho-mah, concerning efforts of Indians to register, bad conduct of Agent Ward, &c 582

Onubbee, concerning unsuccessful attempts by Indians to register 416

Oxberry, James, declares that he is acquainted with all the claimants mentioned in schedule on page 50, and that they all applied to Colonel Ward to be registered 48

Pah-lubbee, states that Agent Ward discouraged registration 161

Pah-lubbee and Hiahkah, relating the attempted registration of Indians at Leflore's 467

Page.

Registration of Choctaws—Continued.

Depositions concerning, by—

Pa-sham-ba, alias Co-pa-sha, testifies as to the attempt of Indians to register 798

Pickens, James, regarding registration at Turnbull's 168

Pitchlynn, John, showing the incorrectness of Ward's register 65

Red Post Oak, relating to attempted registration of Indians 458

Seabroosh, M., and B. F. Bullock, concerning Ward's registry of Suckenatchie Indians 64

Sho-pon-sha testifies as to the attempt of Indians to register 795

Soc-a-tubbee, concerning registration at Turnbull's 166

Standley, James, showing the unjust treatment of Indians by Ward; refusal to register, &c 51

Te-i-tubbee testifies as to the attempt of Indians to register 805

Tish-o-mah states that Agent Ward refused to register Indians, as he had received instructions not to register any more 183

Tishopia, concerning Ward's failure to register Indians 417

Toby, James, relating to attempt of Indians to register 447

Toh-pe-oon-che-ah, To-tubbee, and Yuk-nu-la testifies as to attempt of 137 Six-Town Indians to register 812

Turnbull, Anthony 172

Weshockshehomah, relating to Ward's refusal to register Indians, intimidation of Indians by Ward, &c 434

Yates, Allen, testifies that Agent Ward refused to register Indians 820

Letters concerning, from—

Armstrong, F. W., to Hon. John H. Eaton, relating to the 21

Armstrong, F. W., to Hon. Lewis Cass, regarding the 21

Cass, Lewis, to William Ward, regarding "orphan children" 16

Claiborne and Graves, states Ward's refusal to register Indians; if they wanted lands they must go west 353

Eaton, John H., Secretary of War, to Maj. F. W. Armstrong, instructing him as to mode of procedure in the 19

Hamilton, S. S., to William Ward, instructing him to make a 14

Hamilton, S. S., to William Ward, regarding reservation claims 15

Martin, G. W., to Hon. Lewis Cass, stating that Ward's register is defective 41, 44

Martin, G. W., to Hon. Lewis Cass, transmitting list of fourteenth article claimants, &c 45

Martin, G. W., to Hon. Lewis Cass, schedule inclosed in letter December 24, 1834, page 45, being list of claimants not on Ward's register. 50

Martin, G. W., being a certificate as to the reliability of witnesses who testified to the schedule on page 50 51

Martin, G. W., to Hon. Lewis Cass, Secretary of War, showing Ward's unjust mode of procedure regarding registration 52

Martin, George W., to Elbert Herring, Commissioner of Indian Affairs, asking for instructions concerning nineteenth article claimants 67

Murray and Vroom, commissioners, critcisms on conduct of Ward in regard to 135

Martin, George W., to Samuel Gwin, directing him to make marks or entries on township maps of locations, &c 71

Robb, John, Acting Secretary of War, to G. W. Martin, regarding the. 29

Ward, William, to S. S. Hamilton, regarding number of Indians desiring to register "put off" 17

"Ward's Register," showing the names of Choctaws who wished to become citizens prior to August 24, 1831 18

Page.

Rejected cases—

Abstract A 648–660
Abstract B 628–638
Abstracts C and D 613–627
Abstract E 639–647
Abstract F 674–683
Abstract G 661–673

Letters concerning, from—

Herbert, William, and F. M. Kilpatrick, to T. Hartley Crawford, transmitting evidence taken in twenty-eight cases 783
Manypenny, to Hon. R. McClellan, transmitting rejected cases 684
Medill, W., Commissioner, to William Herbert and F. M. Kilpatrick, acknowledging receipt of evidence in certain cases taken by them. 783
Tyler, Gaines, and Rush, to William Herbert and Flood M. Kilpatrick, authorizing them to take testimony in certain claims named in accompanying paper; also prescribing the method of taking such testimony 780, 781, 782

List of all those Choctaws denominated Bay Indians who can be identified (Abstracts C and D) 613–627

List of cases allowed by the Choctaw commissioners, but rejected by the Secretary of War (Abstract B) 628–638

List containing the names of 26 claimants whose claims were recommended to the favorable consideration of Congress by Murray and Vroom (Abstract E) 639–647

List of cases rejected by the Secretary of War because the testimony does not show a compliance with the requisitions of the treaty and the act of 1842 (Abstract A) 648–660

List of cases examined and reported by the boards of commission, and rejection confirmed by the Secretary of War (Abstract G) 661–673

List of cases reported to the department by the Choctaw commissioners without the requisite examination and judgment, which are not covered by law (Abstract F) 674–683

Petitions and evidence in—

Ab-be-took-chi-ah, or Ho-pi-ah-ska-te-na, claimant (No. 230, Abstract A), Con-shuh-to-nah, affiant 979
A-fah-mo-yar, claimant (No. 16, Abstracts C and D), At-cle-wah (No. 6), affiant 789
Ah-be-che-ho-nah, claimant (No. 53, Abstract G), Pah-lubbee, affiant .. 1008
Ah-be-ti-yah, claimant (No. 114, Abstract A), testifies in his own behalf. 964
Ah-cha-fo-la, claimant (No. 106, Abstract G), Ezra Ripley, affiant .. 1026–1027
Ah-che-ah, claimant (No. ——, Abstract G), Yok-ha-tah and E-lan-tubbee, affiants (No. 45) 1064–1065
Ah-hi-o-chubbee, claimant (No. 134, Abstract G), Moon-tubbee, affiant. 1041
Ah-hio-chubbee, claimant (No. 40, Abstract F), Hi-ah-ka, affiant ... 1117–1119
Ah-ho-gle-cha, claimant (No. 44, Abstract F), Hi-ah-ka, affiant 1122–1123
Ah-ho-le-tubbee, claimant (No. ——, Abstract F), E-lah-tam-bee, affiant 1106
Ah-na-bo-la, claimant (Nos. 785 and 19, Abstract B), Pe-sah-chick-e-mah, E-man-che-hubbee, and Im-mo-nubbee, affiants 873–874
Ah-noon-cha, claimant (No. 206, Abstract B), Robinson Carnes, affiant. 861
Ah-no-wah-cha, claimant (No. 200, Abstract B), Moon-tubbee, affiant .. 939
Ahn-to-nah, claimant (No. 239, Abstract B), testifies in her own behalf. 861
Ah-me-ah-tubbee, claimant (No. 9, Abstracts C and D), Pashambee (No. 4), affiant 801

Page.

Rejected cases—Continued.

Petitions and evidence in—

Ah-sto-na-ha-jo, claimant (No. 260, Abstract G), Muth-ta-ha and James Cobb, affiants 1061, 1062

Ah-te-ubbee, claimant (No. 166, Abstract A), testifies in his own behalf. 971

Ah-tone-chubbey, claimant (No. 379, Abstracts C and D), Man-tubbee, Tusca-hon-che-mah-tubbee, and Lixey Farver (marked "Case No. 20"), affiants 760, 763, 764

Ah-took-lan-tubbee, claimant (No. ——, Abstract F), E-ah-hah-pah-ho-nah and Lah-bah-tubbee, affiants 1103, 1104

Ah-we-che-hona, claimant (No. 8, Abstract F), Un-ah-tubbee and E-le-no-ah-chubbee, affiants 1084, 1085

Ah-yo-pun-ne-ho-yo, claimant (No. 150, Abstract B), Coleman Cole, affiant 924, 925

Allo-mutchey, claimant (No. 378, Abstracts C and D), Tush-hoker, Lexey Farver and Tus-ca-han-che-mah-tubbee (marked "Case No. 19"), affiants 757, 758, 759

A-man-che-hubbee, or E-man-che-hubbee, claimant (No. 777, Abstract B), testifies in his own behalf, Im-mo-nubbe, affiant 871, 872

An-na-wa-tubbee, claimant (No. 261, Abstract G), Muth-ta-ha, affiant.. 1063

An-o-tiyer, claimant (No. 312, Abstracts C and D), Atchey-honer, affiant 717

Ar-foma-yar, claimant (No. 352, Abstracts C and D), testifies in his own behalf 707

At-cle-wah, claimant (No. 2, Abstracts C and D), Te-i-tubbee (No. 2), affiant 806

At-to-bah, claimant (No. 313, Abstract A), Chim-fe-yah, affiant 983

Bah-nah-tubee, claimant (No. 100, Abstract G), Tuppena, affiant ... 1022, 1023

Bah-pa-sah, claimant (No. 150, Abstract A), Aish-la-tonah, affiant..... 969

Be-nah-tubbee, claimant (No. —, Abstracts C and D), testifies in his own behalf 790

Billy Mackey, alias Ah-sti-cubbee, claimant (No. 1, Abstracts C and D), Sho-fou-sha (No. 5), affiant 796

B-nah-tubbee, claimant (No. 8, Abstracts C and D), Nok-ish-ti-ah (No. 3), affiant 803

Bon-chah, claimant (No. 4, Abstracts C and D), Sho-pon-cha (No. 5), affiant 797

Bone-tubbee, claimant (No. 116, Abstract G), Yoc-ha-ta, affiant 1029

Bush-per-ho-nah, claimant (No. 307, Abstracts C and D), Lixey Farver and Year-bey (marked "Case No. 28"), affiants 778, 789

Cah-sho-nah, claimant (No. 1008, Abstract A), Yock-ah-tubbee, Ah-bah-wa-la-ho-yo and Ho-tah, affiants 989, 990

Carnes, Robinson, claimant (No. 205, Abstract A), testifies in his own behalf 974

Carnes, Peggy, claimant (No. 207, Abstract A), Robinson Carnes, affiant 976

Carsh-ou-tubbee, claimant (No. 365, Abstracts C and D), testifies on his own behalf; To-mat-tubbee and She-nan-tah (marked "Case No. 15"), affiants 750, 751

Cha-cubbee, claimant (No. 156, Abstract A), testifies in his own behalf. 969

Chaf-fa-to-ke-chia, claimant (No. 1036, Abstract F), Hartwell Harda-way, affiant 1127, 1128

Chal-lo-ke, claimant (No. 14, Abstract F), Im-ille and Kan-o-tin-tub-bee, affiants 1091

Page.

Rejected cases—Continued.

Petitions and evidence in—

Cham-ney, claimant (No. 305, Abstracts C and D), Mary Farvr, Lixey Favre, and Mul-ti-ah, affiants 692, 693

Chuffah-homah, claimant (No. 335, Abstracts C and D), Theor-hooker, affiant 715

Chuf-fa-tubbee, claimant (No. 146, Abstract B), Moon-tubbee, affiant. 919, 920

Chaf-fa-tubbee, second, claimant (No. 4, Abstract B), testifies in his own behalf; Chau-a-ha-jo (No. 661), affiant 867, 868

Cole, Charles, claimant (No. 161, Abstract B), Coleman Cole, affiant ... 934

Cole, Robert, claimant (No. 124, Abstract G), Samuel Cobb and Coleman Cole, affiants 1035, 1036

Col-la-shubbee, or Colbert, claimant (No. 97, Abstract A), testifies in his own behalf; Oak-lah-ha-mah, affiant 960, 961

Con-ah-le-ho-yo, claimant (No. —, Abstract F), Sho-co-pam-be, or James Naconsha, and To-bla-chubbe, affiants 1107, 1108

Conchater, alias Conchitiah, claimant (No. 308, Abstracts C and D), Lixey Farver and Year-bey (marked "Case No. 11"), affiants 744, 745

Cop-pah-sah, claimant (No. 361, Abstracts C and D), testifies in his own behalf 710

Cunah-ho-cah, claimant (No. 151, Abstract B), Robert Cole, affiant 926

Cun-ah-la, claimant (No. 213, Abstract A), Is-te-me-li-o, affiant 982

Cun-na-ma-tubbee, claimant (No. 133, Abstract G), Coleman Cole, affiant 1038–1040

Cun-na-moon-tubbee, claimant (No. 101, Abstract G), Te-ah-nin-tubbee, affiant 1024

Cunne-mo-nubbee, claimant (No. 159, Abstract B), Tic-ba-pa-lubbee, affiant 930

Cun-nuhl-la, claimant (No. 311, Abstract A), testifies in her own behalf. 982

Cus-haw-maney-hetbey, claimant (No. 340, Abstracts C and D), testifies in his own behalf 703

Cush-one-lubbee, claimant (No. 3, Abstracts C and D), Pa-sham-ba (No. 4), affiant 799

Cus-so-nanche-hubbee, claimant (No. 14, Abstracts C and D), Al-cle-wah (No. 6), affiant 789

Cus-to-nachy, claimant (No. 3, Abstracts C and D), Be-nah-tubbee, affiant 791

Cus-to-natchy, claimant (No. 320, Abstracts C and D), Uner-taker, affiant 698

Durant, Molly, claimant (No. 249, Abstract A), testifies in her own behalf 981

Durant, Swansy, claimant (No. 173, Abstract A), Justine, affiant 972

E-ah-kah-tubbee, claimant (No. ——, Abstract F), Nok-e-na-tubbee, Nook-fa-lah, and Tim-ah-la-ha-cha, affiants 1115

Ea-ho-ka, claimant (No. 631, Abstract G), Ea-chubbee and Ea-ho-ka, affiants (No. 63) 1065, 1066

E-ah-pah-tubby, claimant (No. 9, Abstracts C and D), At-cle-wah (No. 6), affiant 788

Eah-peh-tubbey, claimant (No. 329, Abstracts C and D), Mash-on-timer, affiant 700

E-ah-sha-tubbee, claimant (No. 189, Abstract B), testifies in his own behalf 862

E-ba-ka-tubbee, claimant (No. 206, Abstract G), Mush-u-la-tubbee, affiant 1053, 1054

E-ca-no, claimant (No. 216, Abstract A), testifies in his own behalf 977

Page.

Rejected cases—Continued.

Petitions and evidence in—

E-lah-pe-hah, claimant (No. 26, Abstract B), testifies in his own behalf; I-ok-la and Tah-pe-oon-che-a (No. 606), affiants 894, 895

E-lah-po-nah, claimant (No. 3, Abstract F), Ok-ish-to-nah and Oan-ah-che-ah-tubbe, affiants 1078, 1079

E-lah-to-nah, claimant (No. 8, Abstracts C and D), Pa-sham-ba (No. 4), affiant 800

E-lah-ho-lo, claimant (No. 94, Abstract B), Soc-a-tubbee, affiant 843

E-lah-hook-ta, claimant (No. —, Abstract F), Nok-e-na-tubbe, E-lah-che-ho-nah, and Wak-ah-tubbe, affiants 1112, 1113

Elat-tonah, claimant (No. 330, Abstracts C and D), Tubby, affiant 701

E-mah-ho-ka, claimant (No. 1016, Abstract A), testifies in her own behalf; Ta-holl-bah-tubbee, affiant 994–996

Ema-ho-yo, claimant (No. 182, Abstract B), Moon-tubbee, affiant 934, 935

E-man-che-ha-ba, senior, claimant (No. 204, Abstract B), Ille-no-wa, affiant 942

E-mish-a, claimant (No. 165, Abstract G), Joseph Perry, affiant 1048, 1049

E-moog-lush-a-ho-ma, claimant (No. 197, Abstract B), Chish-e-homa and Ichabod Kelly, affiants 847–850

Es-co-lee-cha, claimant (No. 3, Abstract C and D), Te-i-tubbee (No. 2), affiant 806

Estah-ha-butche, claimant (No. 4, Abstracts C and D), Te-i-tubbee (No. 2), affiant 806

E-tah-mi-ah, claimant (No. 2, Abstract F), Oan-ah-che-ah-tubbe, affiant 1077, 1078

E-til-ah-we, claimant (No. 1088, Abstract B), testifies in her own behalf; Tobla-chubbee and James Toby, affiants 892, 893

Farver, Battees, claimant (No. 317, Abstracts C and D), testifies in his own behalf; Yearby (marked "Case No. 21"), affiant 764, 765, 766

Farver, Lickesey, claimant (No. 311, Abstracts C and D), testifies in his own behalf 694

Farvour, Lixy, *alias* Alex. Farvour, claimant (No. —, Abstracts C and D), Mul-ti-ah (No. 1), affiant 808

Frances, claimant (No. 218, Abstract A), testifies in her own behalf 977

Frazier, Charles, claimant (No. 86, Abstract B), Stephen Perry, Joshua T. Brown, and Joseph Perry, affiants 839, 842

Ha-cubby, claimant (No. 303, Abstracts C and D), Mea-shan-tubbee, Oklah-ho-nah and Yearby (marked "Case No. 24"), affiants 770, 771

Ha-lah, claimant (No. 129, Abstract B), Moon-tubbee, affiant 910, 911

Ha-lah, or Stim-a-ha-lubbee, claimant (No. 211, Abstract G), Wah-ke-ah, affiant 1073

Heian-tuner, *alias* Hei-on-ta-nah, *alias* Ah-ha-to-nah, claimant (No. 347, Abstracts C and D), testifies in her own behalf; also Sho-pon-sha-ha and B-nan-tubbee (marked "Case No. 3"), affiants 722, 723, 724

Hoe-to-ney, claimant (Abstracts C and D), Year-bey, affiant 691

Hi-ah-kah, claimant (No. 9, Abstract G), Pah-lubbee, affiant 1003, 1004

Hi-a-to-nah, claimant (No. 2, Abstracts C and D), At-cle-wah (No. 6), affiant 788

Hic-an-to-nak, or Hi-con-tunah, claimant (No. ——, Abstracts C and D,) Bateas Forver and Year-bey (marked "Case No. 18"), affiants 756, 757

High-or-ger-sto-ner, claimant (No. 306, Abstracts C and D), testifies in her own behalf; Par-lub-bey (marked "Case No. 9"), affiant 739, 740

Ho-ta-nah, claimant (No. 10, Abstracts C and D), At-cle-wah (No. 6), affiant 788

Page.

Rejected cases—Continued.

Petitions and evidence in—

Ho-ta-kah, claimant (No. 13, Abstract F), Nuk-o-wa-ho-mah and Ish-tah-ham-me, affiants 1089, 1090
Ho-ta-nah, claimant (No. 23, Abstract G), Pah-lubbee, affiant 1004, 1005
Ho-te-o-ka, claimant (No. 85, Abstract G), Tus-can-ola, affiant 1014
Ho-to-ney, claimant (No. —, Abstracts C and D), Mul-ti-ah (No. 1), affiant 808
Hock-a-loo-tubbee, claimant (No. 6, Abstracts C and D), Te-i-tubbee (No. 2), affiant 806
Hock-aloo-tubbey, claimant (No. 326, Abstracts C and D), Abbey Tucherlin, affiant 699
Hock-e-lau-tubbee, or Tuckerlan-tubbey, claimant (No. 332, Abstracts C and D), testifies in his own behalf; also B-nan-tubbee and Tus-ki-a-ker (marked "Case No. 2"), affiants 720, 721
Hock-lah-to-nah, claimant (No. 188, Abstract B), testifies in her own behalf 859
Ho-kah, claimant (No. 55, Abstract F), O-ka-no-wah and Yok-a-no-la, affiants 1097, 1098
Ho-ke-tah, claimant (No. 11, Abstracts C and D), Pa-sham-ba (No. 4), affiant 801
Ho-ki-a, claimant (No. 237, Abstracts C and D), testifies in her own behalf; Tus-ca-han-che-mallubbee and She-nan-tah (marked "Case No. 16"), affiants 752, 753
Ho-la-tah-ho-ma, claimant (No. 135, Abstract G), Moon-tubbee, affiant. 1042
Ho-lis-sub-bee, claimant (Nos. 798 and 32, Abstract B), E-me-lah, Elias, and Im-mo-nubbee, affiants 875, 876
Hoo-taner, claimant (No. 370, Abstracts C and D), testifies in her own behalf 712
Ho-pah-ken-tubbee, claimant (No. 237, Abstracts C and D), Elea-teha-tiner, Nock-o-ma-ha-go, and Nock-e-sti-ah (marked "Case No. 8"), affiants 737, 738, 739
Ho-pi-ah-shub-bee, claimant (No. 259, Abstract G), Ash-e-tubbee and James Cobb, affiants 1059, 1060
Hus-ke-ah-hooc-ta, claimant (Nos. 29 and 609, Abstract B), testifies in her own behalf; Tah-pe-oon-che-a, affiant 896, 897
How-ah-to-nah, claimant (No. 13, Abstracts C and D), At-cle-wah (No. 6), affiant 789
I-an-ta-tubbee, claimant (No. 153, Abstract B), Coleman Cole, affiant 927, 928
I-haith-lah, claimant (No. 147, Abstract A), Me-ah-ho-kah, affiant 968
Illa-ho-chubbee, claimant (No. 185, Abstract A), Im-me-la, affiant 973
Il-le-no-wa-cha, claimant (No. 201, Abstract B), Moon-tubbee, affiant 940, 941
Im-ag-hah, claimant (No. 4, Abstracts C and D), Be-nah-tubbee, affiant. 791
Im-ak-ka, *alias* Onaka, claimant (No. 160, Abstract B), Tic-ba-pa-lubbee, affiant 932
Im-mah-ho-to-nah, claimant (No. 50, Abstract A), testifies in her own behalf; Ta-hom-bee, affiant 950
Im-mah-ho-to-nah, claimant (No. 1025, Abstract A), testifies in her own behalf; Hi-ah-kah, affiant 999–1001
Im-ma-ho-la-chubbee, claimant (No. 122, Abstract G), Losta, affiant .. 1031
Im-ma-lubbee, claimant (No. 227, Abstract A), Con-sho-to-nah, affiant. 978
I-nin-tubbee, claimant (No. 137, Abstract G), Toosh-pa-tubbee, affiant. 1043

Page.

Rejected cases—Continued.

Petitions and evidence in—

I-og-la, claimant (Nos. 214 and 342, Abstract A), testifies in her own behalf 985

Io-wa-cha, claimant (No. 246, Abstract G), Pis-ubbee, affiant 1056, 1057

Ishe-tubbee, claimant (No. 258, Abstract G), James Cobb, affiant .. 1058, 1059

Ish-e-tubbe, claimant (No. —, Abstract F), Un-ah-to-nah, Un-te-ah-tubbe, or Oon-te-ah-tubbe, and J. A. Marshall, affiants 1131, 1132

Ish-mah-la-le-ho-nah, claimant (No. 39, Abstract F), No-wah and Wak-i-o-tubbe, affiants 1102, 1103

Ish-mam-bah, claimant (No. 149, Abstract B), Coleman Cole and Moon-tub-bee, affiants 922, 923

Ish-nok-ki-ak-a or Ish-ma-kia-ba, claimant (No. 130, Abstract B), Moon-tubbee, affiant 911–913

Ish-ta-cubbee, claimant (No. 71, Abstract F), Me-hah and Hah-le-cha, affiants 1082, 1083

Ish-ta-ma-ha, claimant (No. 71, Abstract G), Tish-o-ma, affiant 1011

Ish-te-mi-ah, claimant (No. 145, Abstract A), Im-mah-ho-to-nah, affiant. 967

Is-ti-ho-tiah-ka or Is-ti-ho-bah-ka, claimant (Abstracts C and D), Man-tubbey or Mon-tubbee and Pa-sham-bu, alias Cop-a-sa (marked "Case No. 4"), affiants 725, 726, 727

Jimey, claimant (No. 346, Abstracts C and D), testifies in his own behalf. 705

Jimey, claimant (No. 15, Abstracts C and D), At-cle-wah (No. 6), affiant. 789

Josa-christy, claimant (No. 358, Abstracts C and D), testifies in his own behalf 709

Josa-Christy, claimant (No. 2, Abstracts C and D), Sho-pon-sha (No. 5), affiant 796

Kun-ah-tubbee, claimant (No. 219, Abstract B), Mus-ta-bo-yo, affiant. 947

Kan-a-tubbee, claimant (No. 193, Abstract B), Ok-labbee and Ichabod Kelly, affiants 935–937

Kush-oon-a-mus-tubbee, 1st claimant (Nos. 23 and 560, Abstract B), testifies in his own behalf 863

Kush-oon-a-mus-tubbee, 2d claimant (No. 560, Abstract B), testifies in his own behalf, Eli-tubbee, *alias* Tom Gibson, affiant 863, 864

Kush-oon-ok-chi-ah, claimant (Nos. 35 and 801, Abstract B), Na-ho-lo-mus-tubbee, Elias, and Im-mo-nubbee, affiants 877, 878

Lah-he-cubbe, claimant (No. 1087, Abstract B), Tobla-chubbee, Fo-lub-le-chubbee, and She-co-pam-be, affiants 891

Lo-ma-ta-cha, claimant (No.—, Abstract F), Nok-e-na-tubbe, Nook-fa-lah, and Te-ma-la-hah-che, affiants 1111, 1112

Lo-mah, claimant (No. 245, Abstract A), testifies in his own behalf.... 980

Low-is-oo-nah, claimant (No.—, Abstract F), Nook-fa-lah and Tim-ah-la-ha-cha, affiants 1108, 1109

Low-way, claimant (No. 99, Abstract G), Pah-lubbee and Benjamin Le-flore, affiants 1020, 1021

Lucy, claimant (No. 90, Abstract G), Jim Tom, affiant 1071, 1072

Maah-ho-nah, claimant (No. 356, Abstracts C and D), Hoo-tener, affiant. 709

Ma-ah-ho-nah, claimant (No. 5, Abstracts C and D), At-cle-wah (No. 6), affiant 788

Ma-ha-lee, claimant (No. 7, Abstracts C and D), At-cle-wah (No. 6), affiant 788

Ma-ha-nah, claimant (No. 6, Abstracts C and D), At-cle-wah (No. 6), affiant 78

Ma-ha-che-ho-nah, claimant (No. 16, Abstract F), Im-ille and Kan-o-tin-tubbe, affiants 1093, 1094

Page.

Rejected cases—Continued.

Petitions and evidence in—

Ma-hah-tubbee, claimant (No. 108, Abstract G), Ha-cubbee, affiant.1027, 1028
Mah-li-ah, claimant (No. 10, Abstract F), Ho-bah and E-mol-le-tubbe, affiants 1087, 1088
Ma-ho-nah, or Honer, claimant (No. 321, Abstracts C and D), testifies in her own behalf 698
Ma-hub-bee, claimant (Nos. 71 and 819, Abstract B), Ma-hob-bee and Ah-koo-chun-tubbe, affiants 882
Ta-ma-hy-chubby, claimant (No. 3, Abstracts C and D), Nok-ish-ti-ah (No. 3), affiant 803
Mulaley-chubbey, claimant (No. 344, Abstracts C and D), Spiser-tubbey, affiant 704
Mar-har-le, claimant (No. 331, Abstracts C and D), Tommet-tubbee, affiant 701
Ma-tubbee, claimant (No. 1, Abstracts C and D), Pa-sham-ba (No. 4), affiant 798
McCown, Lucy, claimant (No. 119, Abstract G), Ezra Ripley, affiant ... 1030
McGee, Samuel, claimant (No. 216, Abstract G), Grant Lencecum, affiant. 1055
Me-ah-shat-tah, captain, claimant (No. 9, Abstracts C and D), Nok-is-ti-ah (No. 3), affiant 804
Me-ah-shuts-ah, claimant (No. 362, Abstracts C and D), Oner-hamer, affiant 711
Me-ah-tubbee, claimant (No. 323, Abstracts C and D), Cartchey, Nock-o-ma-ha-go, and Nock-is-ti-ah (marked "Case No. 7"), affiants .730, 731, 732
Meas-in-tubbe, claimant (No. 316, Abstracts C and D), testifies in his own behalf; Year-bey (marked "Case No. 26") affiant 774, 775
Me-he-be-cubbee, claimant (No. 1, Abstract F), Ha-le-tubbee and Tah-hah-be, affiants 1076
Me-mah-tubbee, claimant (No. 58, Abstract F), Tah-fah-mah, affiant.1124, 1125
Me-shah-tah, claimant (No. 5, Abstracts C and D), Sho-pou-sha (No. 5), affiant 797
Mi-a, claimant (No. 5, Abstracts C and D), Nok-ish-ti-ah (No. 3), affiant. 803
Mi-ah-chubbe, *alias* Im-i-ah-chubbe, claimant (No. —, Abstract F), Ah-shal-in-tubbe and E-lah-tam-bee, affiants 1116
Mingo fal li ah, claimant (No. 56, Abstract F), Ko-mub-bee and Hi-yok-a-che, affiants 1099, 1100
Mish-a-moon-tubbee, claimant (No. 21, Abstract B), Pah-lubbee, affiant. 898
Mi-ya, claimant (No. 352, Abstracts C and D), On-er-hamer, affiant.... 708
Mi-ya, claimant (No. 183, Abstract A), testifies in her own behalf..... 973
Mol-la-to-ha-kat, or Malla-ta-ha-ka, claimant (No. 324, Abstracts C and D), Entle-toner, B-nan-tubbee, and Pa-sham-ba, *alias* Cap-a-sa (marked "Case No. 5"), affiants 727, 728, 729
Mo-nub-bee, claimant (No. 102, Abstract G), Po-shubbo-tubbee, affiant 1025, 1026
Moon-tubbee, claimant (No. 128, Abstract B), Tish-o-pia and Fa-po-lub-bee, affiants 907–910
Multire, or Mul-ti-ah, claimant (No. 314, Abstracts C and D), testifies in his own behalf 694, 695
Mut-tubbee, claimant (No. 192, Abstract F), Pis-sah-ho-ke-a-tubbee, affiant 1126
Nah-ho-lubbee, claimant (No. 93, Abstract A), testifies in his own behalf; Ta-pa-nis-sto-nah-ho-mo, Shap-a-ho-mah, John Rivers, and J. B. Hancock, affiants 957–960
Nah-ho-nah, claimant (No. 6, Abstracts C and D), Be-nah-tubbee, affiant. 791

Page.

Rejected cases—Continued.

Petitions and evidence in—

Nah-ho-yo, claimant (No. 332, Abstracts C and D), Tone-ley-honer, affiant 702
Nah-ho-yo, claimant (No. 8, Abstracts C and D), Be-nah-tubbee, affiant. 792
Nan-na-yub-bee, claimant (No. 208, Abstract B), Shook-a-pou-au-a and Augustine Bardwell, affiants 943, 944
Neah-shonah, claimant (No. 380, Abstracts C and D), testifies in his own behalf 714
Nelson, Jesse, claimant (No. 93, Abstract G), Ha-cubbee, affiant 1015–1017
Nigh-o, claimant (No. 7, Abstracts C and D), Be-nah-tubbee, affiant ... 791
Nigh-oe, claimant (No. 327, Abstracts C and D), testifies in his own behalf 699
Nock-ah-tubbee, claimant (No. 74, Abstract A), testifies in his own behalf; Tah-pa-nis-sto-ho-nah, affiant 951, 952
Nock-a-sha, claimant (No. 146, Abstract A), testifies in his own behalf. 967
Nock-e-na-chubbee, *alias* Nock-e-nau-chee, claimant (No. 193, Abstract B), testifies in his own behalf 860
Nockey-staire, claimant (No. 360, Abstracts C and D), testifies in his own behalf 710
Nockey-sti-ah, claimant (No. 2, Abstracts C and D), Be-nah-tubbee, affiant 791
Nockey-stut-tah, claimant (No. 355, Abstracts C and D), Clasey, affiant. 708
Nock-is-tia, claimant (No. 12, Abstracts C and D), Pa-sham-ba (No. 4), affiant 801
Nok-ish-ti-ah, claimant (No. 3, Abstracts C and D), testifies in his own behalf 802
Nock-o-iah-hab-co, alias Au-ta-bi, claimant (No. 1, Abstracts C and D), Nok-ish-ti-ah (No. 3), affiant 803
Nock-omar-hatcher, claimant (No. 318, Abstracts C and D), testifies in his own behalf 697
Nok-e-hat-tah, claimant (Nos. 36 and 802, Abstract B), Kun-ne-ah-toonah and Nek-wah-tubbee, affiants 879, 880
Nok-e-hat-tah, claimant (No. 12, Abstract B), Nan-a-yub-ba, affiant ... 881
No-e-ho-yo, claimant (No. 99, Abstract F), testifies in her own behalf. 1126
Noke-nambe, claimant (No. 7, Abstract F), E-le-no-ah-chubbee and Cun-e-o-tim-ah, affiants 1081, 1082
Noon-chubbee, claimant (No. 1068, Abstract B), Hi-o-te-mah and Sho-co-pam-be, or Jim Na-con-sha, affiants 889, 890
No-sa-ka, claimant (No. 195, Abstract G), E-lam-bee, affiant 1051, 1052
No-sho-bah-no-wah, claimant (No. 145, Abstract G), Moon-tubbee .. 1045, 1046
No-ubbey, claimant (No. 351, Abstracts C and D), Yeo-ka, affiant 707
No-wah, claimant (No. ——, Abstracts C and D), Mul-ti-ah (No. 1), affiant 808
Oak-lah-ho-ca, claimant (No. 5, Abstracts C and D), Te-i-tubbee (No. 2), affiant 806
Oak-lah-hubbee, claimant (No. 372, Abstracts C and D), testifies in his own behalf 713
Oak-le-ah, claimant (No. 9, Abstracts C and D), Be-nah-tubbee, affiant. 792
Oak-le-hubbee, claimant (No. 6, Abstracts C and D), Pa-sham-ba (No. 4), affiant 800
Oak-lieah, claimant (No. 377, Abstracts C and D), Unor-hooka, affiant. 714
O-ki-a-cha, *alias* Tah-nap-pe-hah-jo, claimant (No. 82, Abstract A), Bah-tah-ho-yo and Tah-pa-mi-sto-nah-ho-may, affiants 953, 954
Ok-i-mi-yah, claimant (No. 49, Abstract B), testifies in her own behalf. 862

Page.

Rejected cases—Continued.

Petitions and evidence in—

Ok-lah-che, claimant (No. 9, Abstract F), In-how-che-tubbe and Un-te-ah-tubbe, affiants 1085, 1086

Ok-show-e-nah, claimant (No. 199, Abstract B), Moon-tubbee 851

O-na-ham-bee, claimant (No. 1024, Abstract A), testifies in his own behalf; Hi-ah-kah, affiant 997–999

O-na-ho-ka, claimant (No. 138, Abstract G), Moon-tubbee, affiant .. 1044, 1045

Ona-ho-ke-ta, claimant (No. 167, Abstract G), On-tam-ba, affiant .. 1049, 1050

O-nah-ho-yo, claimant (No. 338, Abstracts C and D), Tus-conche-hubbee, affiant 715

On-ah-ho-yo, claimant (No. 7, Abstracts C and D), Nok-ish-tia (No. 3), affiant 803

O-na-ho-yo, claimant (No. 69, Abstract G), Tish-o-mah, affiant 1009, 1010

O-nah-tubby, claimant (No. 325, Abstracts C and D), Nock-omer-hatcho, affiant 698

O-nah-tubby, claimant (No. 2, Abstracts C and D), Nok-ish-ti-ah (No. 3), affiant 803

O-na-ta-cha, claimant (No. 1026, Abstract A), testifies in her own behalf; Hi-ah-kah, affiant 1001, 1002

One-tam-ba, claimant (No. 168, Abstract G), testifies in his own behalf. 1051

Oo-na-ha-ga, claimant (No. 244, Abstract B), Tok-a-ha-go and William Bryant 853–855

Pah-ho-tim-ah, claimant (No. 77, Abstract G), Tish-o-ma and Soc-a-tub-bee, affiant 1011, 1012

Pah-shish-to-mah, claimant (No. 198, Abstract B), Moon-tubbee, affiant . 937, 938

Pah-shish-wah-ki-ah, claimant (No. 375, Abstracts C and D), Hooner, affiant 718

Pah-shish-wah-me-ah, or Pah-shish-wah-kiah, claimant (No. 1, Abstracts C and D), Min-ta-ho-yo and Pas-ham-bee, *alias* Cop-a-sa, affiants . 718, 719

Pa-sa-tubbee, claimant (No. 157, Abstract B), Im-mith-to-nah, affiant .. 859

Pa-sah-tubbee, claimant (No. 118, Abstract A), testifies in her own behalf 964

Pa-sham-ba, *alias* Co-pa-sha, claimant (No. 4, Abstracts C and D), testifies in his own behalf 798

Pa-sham-ba, *alias* Co-pa-sha, claimant (No. 6, Abstracts C and D), Nok-is-ti-ah (No. 3), affiant 803

Pa-subbee, *alias* Muscogy, claimant (No. 132, Abstract G), Coleman Cole, affiant 1037, 1038

Par-lubbee, claimant (No. ——, Abstracts C and D), Colbert, affiant ... 792

Par-sho-nubbee, alias Pars-han-nubbee, claimant (No. 354, Abstracts C and D), testifies in his own behalf; Nock-o-ma-hajo and Pa-sham-bee, *alias* Cop-e-saw (marked "Case No. 10"), affiants 741, 742, 743

Paunch-e-ko-no, claimant (No. 1099, Abstract F), To-bla-chubbe, E-yah-kah-tubbe, and James Toby, affiants 1129–1131

Pauth-la-chubbee, claimant (Nos. 1029 and 709, Abstract A), testifies in his behalf; Mah-ho-to-nah, Im-mah-ho-to-nah, and Oak-lah-ho-mah, affiants 986–988

Pealla, claimant (No. 158, Abstract B), Coleman Cole, affiant 929

Perry, Sinah, claimant (No. 41, Abstract B), John T. Hammond and Coleman Cole, affiants 899, 900

Pis-ah-no-wah, claimant (No. ——, Abstract F), Pus-ah-ka and E-lo-mon-to-cubbe, affiants 1110

Pish-ah-han-ler, claimant (No. 4, Abstracts C and D), Pa-sham-ba (No. 4), affiant 799

Page.

Rejected cases—Continued.

Petitions and evidence in—

Pis-te-ah, claimant (No. 15, Abstract F), Im-ille and Kan-o-tin-tubbe, affiants 1092, 1093

Pis-ti-ok-o-nay, claimant (No. 309, Abstracts C and D), Licksey Forver and Year-bey (marked "Case No. 14"), affiants 747, 748, 749

Phil-e-moon-tubbee, claimant (No. 775, Abstract B), testifies in his own behalf; Im-mo-nubbee and I-o-ga-lee, affiants 869–871

Pock-ah-mah, claimant (No. 107, Abstract A), Im-mo-na-ho-ka and Tah-ha-nis-to-na-ho-ma, affiants 962, 963

Po-nah, claimant (No. 135, Abstract A), Fo-to-tah, affiant 966

Ripley, Ezra, claimant (No. 103, Abstract B), Tisho-che-la-ta, affiant 901, 902

Shah-co-po, claimant (No. 368, Abstracts C and D), Man-tubby, affiant 712

Shah-co-pa, claimant (No. 2, Abstracts C and D), Pa-sham-ba (No. 4), affiant 799

Shah-ko-way (No. 123, Abstract G), testifies in his own behalf, Ezra Ripley, affiant 1032–1034

Sha-pon-sha-hah, claimant (No. 3, Abstracts C and D), At-cle-wah (No. 6), affiant 788

She-mi-yah, claimant (No. 59, Abstract B), Lock-a-tubbee, affiant 839

Shok-ai-o, claimant (No. 205, Abstract B), Il-le-no-wa, affiant 852

Sho-mul-la-tubbee, claimant (No. 79, Abstract G), Po-shubbee, affiant 1013

Shoomp-al-lah, claimant (No. 224, Abstract B), Ok-labbee, affiant 948, 949

Shoom-pi-kah, claimant (No. 139, Abstract B), Moon-tubbee, affiant 915

Sho-pon-sha, claimant (No. 5, Abstracts C and D), testifies in his own behalf 795

Sho-pon-sha-her, claimant (No. 374, Abstracts C and D), testifies in his own behalf 713

Show-nah, claimant (No. 4, Abstracts C and D), At-cle-wah (No. 6), affiant 788

Shu-ma-ka, claimant (No. 148, Abstract B), Coleman Cole, affiant 844

Soc-a-tubbee, claimant (No. 4, Abstract B), John Pickens, James Pickens, and John Ellis, affiants 834–837

Ste-ma-li-ha-gah, claimant (No. 171, Abstract B), Illi-hia, John Ellis, and Jesse Shrat, affiants 845–847

Stut-hir, claimant (No. 342, Abstracts C and D), testifies in his own behalf 703

Stut-ah, claimant (No. 3, Abstracts C and D), Sho-pon-sha (No. 5), affiant 797

Ta-ha-ka, claimant (No. 97, Abstract G), Ma-cam-ba, affiant 1018, 1019

Tah-fah-mah, claimant (No. 7, Abstract B), testifies in his own behalf; Lock-ka-tubbee, Lo-mah-ka, and Me-ma-tubbee, affiants 856–858

Tah-nam-pish-ti-ah, claimant (No. 126, Abstract A), testifies in his own behalf 965

Tah-pa-nau-che-hubbee, claimant (No. 26, Abstract B), testifies in his own behalf; Eli-tubbee, *alias* Tom Gibson (No. 563), affiant 865, 866

Tal-a-min-chanear, claimant (No. 51, Abstract B), Tish-a-ho-nubbee, affiant 838

Tal-wah-ho-ke-ta, claimant (No. 68, Abstract G), O-nah-tubbee and Tu-ha-ka, affiants 1067, 1068

Te-ah-tubbee, claimant (No. 1, Abstracts C and D), At-cle-wah (No. 6), affiant 788

Te-ah-po-le, claimant (No. ——, Abstract F), Un-te-ah-tubbe and E-la-ba-cubbe, affiants 1105

Tea-ock-homer, claimant (No. 343, Abstracts C and D), Jak-che-to, affiant 704

Page.

Rejected cases—Continued.

Petitions and evidence in—

Tear-tubbey, claimant (No. 363, Abstracts C and D), testifies in his own behalf 711

Te-ho-ya, claimant (No. 167, Abstract A), testifies in her own behalf .. 971

Te-i-tubbee, claimant (No. 2, Abstracts C and D), testifies in his own behalf 805

Te-ock-homer, claimant (No. 12, Abstracts C and D), At-cle-wah (No. 6), affiant 789

Tick-a-bah, claimant (No. 333, Abstracts C and D), Mulla-honah, affiant. 702

Tick-a-bah, claimant (No. 5, Abstracts C and D), Be-nah-tubbee, affiant. 791

Tick-ah-bat, claimant (No. 6, Abstracts C and D), Sho-pou-sha (No. 5), affiant 797

Tick-a-bo-nah, claimant (No. 364, Abstracts C and D), Cham-pah, affiant. 716

Tik-a-bo-nah, *alias* Tek-a-bottah, claimant (No. ——, Abstracts C and D), Ap-pa-lah and Tush-co-hon-che-mah-tubbee (marked "Case No. 13"), affiants 746, 747

Tick-bah-ah-ho-ka, claimant (No. 449, Abstract G), E-lah-tam-bee and Kon-e-toon-tubbee, affiants 1073–1075

Tick-bah-ha-kah, claimant (No. 214, Abstract B), Mush-u-la-tubbee, affiant 945, 946

Tik-bah-tubbe, claimant (No. 4, Abstract F), Ok-lah-mah-ho-nah and Oan-ah-che-ah-tubbe, affiants 1080

Tick-bam-bee, claimant (No. 163, Abstract A), testifies in his own behalf. 970

Tik-ba-pa-lubbee, claimant (No. 126, Abstract B), Moon-tubbee, affiant. 905

Tim-am-bee, claimant (No. 254, Abstract A), testifies in his own behalf. 981

Tink-ta-ho-mah, claimant (No. 1058, Abstract B), testifies in his own behalf; Eli-tubbee, *alias* Tom Gibson, and John Dyess, affiants 887, 888

Tish-o-ho-ma, claimant (No. 109, Abstract B), Ho-te-na-chubbee, affiant. 903

Tish-o-pi-ah, claimant (No. 143, Abstract B), Moon-tubbe, affiant 916–919

To-kah, claimant (No. 333, Abstract A), testifies in his own behalf 984

To-man-cha-hubbe, claimant (No. ——, Abstract F), Wak-ah-tubbe, affiant 1114

To-mat-tubbee, claimant (No. 359, Abstracts C and D), testifies in his own behalf; Tus-ca-han-che-mah-tubbee (marked "Case No. 27"), affiant 776, 777

Tonah, claimant (No. ——, Abstracts C and D), She-nan-tah and Tus-co-han-che-mah-tubbee (marked "Case No. 23"), affiants 768, 769

To-nah-ho-yo, claimant (No. 104, Abstract G), testifies in her own behalf. 1072

To-nah-tim-ah, claimant (No. 939, Abstract B), E-ah-ha-tubbee, affiant .. 884

To-nah-tim-ah, claimant (No. 839, Abstract B), Chaffa-to-nubbee and Imil-lee, affiants 885, 889

Toosh-pa-tubbee, claimant (No. 136, Abstract B), Moon-tubbee, affiant. 914

Turnbull, Robert, claimant (No. 34, Abstract G), John T. Hammond and Anthony Turnbull, affiants 1006, 1007

Tus-cah-ho-mah, claimant (No. 42, or 421, Abstract F), Hi-ah-ka, affiant 1120, 1121

Tus-ca-no-ah, claimant (No. 11, Abstracts C and D), At-cle-wah (No. 6), affiant 788

Tus-che-ah-chubbee, claimant (No. 350, Abstracts C and D), testifies in his own behalf 706

Tus-ci-okah, claimant (No. 345, Abstracts C and D), testifies in his own behalf 705

Tus-co-na-mallubbee, claimant (No. —— Abstracts C and D), testifies in his own behalf, Tus-conge-hubbe (marked "Case No. 22"), affiant 766, 767, 768

Page.

Rejected cases—Continued.

Petitions and evidence in—

Tus-con-chubbe, claimant (No. 17, Abstracts C and D), At-cle-wah (No. 6), affiant 789

Tus-co-hou-che-mah-tubbe, claimant (Abstracts C and D), (marked "Case No. 12"), testifies in his own behalf, Ah-ha-la, affiant 735, 736

Tus-ka-no-ah, claimant (No. 348, Abstracts C and D), Mars-honer, affiant 605

Tusk-ca-hou-che-mahs-tubbee, claimant (No. 326, Abstracts C and D), Mock-a-how-er and Nock-a-mo-ho-go (marked "Case No. 6") 732, 733, 734

Tus-ki-a-knap, claimant (No. 10, Abstracts C and D), Pashamba (No. 4), affiant 801

Tow-e-cha, claimant (No. 7, Abstracts C and D), Te-i-tubbee (No. 2), affiant 806

Vicey, claimant (No. 80, Abstract G), Pierre Durant, affiant 1069, 1070

Wa-hah-ne-yo, claimant (No. 1011, Abstract A), Ho-tah and Im-mah-to-nah, affiants 992, 993

Wah-ki-ah-te-ah, claimant (No. 83, Abstract A), testifies in her own behalf, Ish-itm-mahl-lah and Ish-tah-ho-pah, affiants 955, 956

Wah-sha-pah, claimant (No. 37, Abstract F), Ok-la-ba and Chef-fah-tub-bee, affiants 1095, 1096

Wal-kah-ti-mah, claimant (No. 1, Abstracts C and D), Be-nah-tubbee, affiant 791

Wa-to-nah, claimant (No. 1009, Abstract A), Me-a-tubbee and Yock-ah-tub-bee, affiants 991, 992

We-hat-teo, claimant (No. 328, Abstracts C and D), Tonney-timer, affiant 700

We-hat-teo, claimant (No. 4, Abstracts C and D), Nok-ish-ti-ah (No. 3), affiant 803

We-nah-ka, claimant (No. 228, Abstract A), testifies in her own behalf 979

We-shoc-che-ho-mah, claimant (No. 7, Abstracts C and D), Pa-sham-ba (No. 4), affiant 800

We-shoc-she ho-mah, claimant (No. 371, Abstracts C and D), Oak-ley-hubby, affiant 713

Wi-ah-to-nah, claimant (No. 11, Abstract F), E-mol-le tubbee and Ho-bah, affiants 1088, 1089

Wilson, Hannah, claimant (No. 127, Abstract A), testifies in her own behalf 966

Yea-cutcha, claimant (No. 5, Abstracts C and D), Pa-sham-ba (No. 4), affiant 800

Year-bey, claimant (No. 313, Abstracts C and D), testifies in his own behalf 694

Year-by, alias Ye-ah-bee, claimant (No. —, Abstracts C and D), Multi-ah (No. 1), affiant 808

Yeo-cutcha, claimant (No. 349, Abstracts C and D), Nockey-styer, affiant 706

Ye-o-tah, claimant (No. 147, Abstract B), Robert Cole, affiant 921

Yim-ma-chubbee, claimant (No. 127, Abstract B), Moon-tubbee, affiant 906, 907

Yim-ma-chubbee, claimant (No. 155, Abstract G), Coleman Cole, affiant 1047

Yoch-ha-tah, claimant (No. 8, Abstracts C and D), At-cle-wah (No. 6), affiant 788

Yock-ha-tel, alias Nok-hat-ter, claimant (No. —, Abstracts C and D), Cush-oon-an-che-hubbe and Tus-co han-che-mah-tubbe (marked "Case No. 25") 772, 773

Page.

Rejected cases—Continued.

Petitions and evidence in—

Yock-nah-tah, claimant (No. 367, Abstracts C and D), Stone-ha, affiant. 716

Yow-ah, or Yaw-er, claimant (No. 341, Abstracts C and D), Emal-spa-sub-bee and Tus-co-han-che-mallubbee (marked "Case No. 17"), affiants 754, 755

Removal of Choctaws west—

Depositions concerning, by—

Cobb, James, testifies that the United States agent threatened Indians with the soldiers if they refused to emigrate 809

Woodward, William, states that Lieutenant Lane attempted to force Indians to remove 793

Letters concerning, from—

Brown, Orlando, to H. L. Scott, states "that an agent has imprisoned a few Indians, and that great consternation was created with the remainder" 1224

Brown, Orlando, to John Drennen, relates to claims of self-emigrants.. 1233

Choctaw delegates to C. E. Mix, Acting Commissioner of Indian Affairs, relating to property lost by Choctaws in emigrating 1362

Claiborne, John F. H., to T. Hartley Crawford, states that he is resolved to carry out the views of the State of Mississippi and the government; that the Choctaws are universally opposed to emigrating... 335

Claiborne, John F. H., states "that under the present organization of the board not one-half of the cases will be examined, and consequently the Indians will not emigrate, thus baffling and defeating the main object of the commission" 336

Claiborne, John F. H., states his efforts to remove, if possible, the objection of the leading Choctaws to removal 338

Claiborne, John F. H., states that the "recovering for the Indians *land* and not scrip would fix them here permanently, and thus defeat the policy of Mississippi" 340

Claiborne and Graves, Choctaw Commissioners, to John J. McRae, regarding the feeding of destitute Indian claimants 1186

Cobb and Pickens, Choctaw chiefs, transmitting a copy of a petition to the President 1189

Cooper, Douglas H., to Thomas S. Drew, suggesting that to induce a speedy emigration of Indians, they might be arrested as vagrants and their children bound as apprentices to the different mechanic trades 1236

Crawford, T. Hartley, to Claiborne, Graves, and Tyler 321

Crawford, T. Hartley, to S. T. Cross, removing him from office as emigrating agent, &c 1164

Crawford, T. Hartley, to John J. McRae, notifying him of his appointment as enrolling and disbursing agent for Choctaw removal..... 1171

Crawford, T. Hartley, to John J. McRae, giving instructions as to the manner of removal of Indians 1172

Crawford, T. Hartley, to John J. McRae, instructing him to enroll all Indians, whether claimants or not 1173, 1174

Crawford, T. Hartley, to John J. McRae, instructing him to promise Indians in lieu of a year's subsistence, thirty dollars per head; also, directing but one-half of the scrip awarded shall be given to Indians before their arrival west 1174

Crawford, T. Hartley, to John J. McRae, transmitting copies of lists showing those entitled to scrip, and directing the manner of paying the same 1177

Page.

Removal of Choctaws west—Continued.

Letters concerning, from—

Crawford, T. Hartley, to John J. McRae, directing that no scrip be issued to Indians unless they emigrated 1179

Crawford, T. Hartley, to John J. McRae, asking for information regarding the wishes of Indians as to mode of removal 1180

Crawford, T. Hartley, to John J. McRae, directing that no scrip be issued to Indians until they shall have actually set out on their journey 1181

Crawford, T. Hartley, to John J. McRae, relating to scrip payments.. 1181

Crawford, T. Hartley, to John J. McRae, directing that he urge the claimants to emigrate immediately 1184

Crawford, T. Hartley, to Tyler, Gaines, and Rush, instructions regarding claims of Indians, and stating that the Secretary of War "is very anxious that you and Mr. McRae should do all that is legally in your power to remove the Choctaws" 1183

Cross, S. T., to C. A. Harris, states that the great objection the Indians have to removal is the unsettled 14th article claims 1165, 1166

Cross, S. T., to C. A. Harris, states that every leading man among the Indians is opposed to removal 1167

Cross, S. T., to C. A. Harris, states that the Indians are determined to remain until the settlement of the 14th article claims 1168

Cross, S. T., to C. A. Harris, states that the promise to subsist Indians for one year after removal would induce them to emigrate 1169

Cross, S. T., to C. A. Harris, states he is collecting Indians to emigrate, &c 1169, 1170

Cross, S. T., to C. A. Harris, states that he will try to allay the excitement of the whites against the Indians because of their refusal to remove, and that the Indians will not go until their claims are settled 1171

Harris, C. A., to Capt. J. A. Phillips, urging him to "continue his most zealous efforts to accomplish the object of the government in relation to these Indians" 1153

Harris, C. A., to Capt. J. A. Phillips, deprecating the failure to induce the Indians to emigrate 1154

Hunt, F. S., to Luke Lea, states that many of the Indians promise to emigrate in the fall 1229

Hunt, F. S., to Luke Lea, relating to proposed contracts for the emigration of Indians 1229

Hunt, F. S., to Luke Lea, states that self-emigrating Indians claim reimbursement for expenses 1231

Hunt, F. S., to Luke Lea, states that he has concluded an arrangement for the emigration of Mobile Indians 1232

Hunt, F. S., to Luke Lea, states that many Indians emigrated this winter and spring have returned 1232

Lea, L., to J. H. Bowman, instructs him to induce the early emigration of Choctaws 1225

Lea, L., to F. S. Hunt, relating to the employment of Mr. Fisher to influence the Choctaws to emigrate 1227

Lea, L., to F. S. Hunt, instructing him to notify Indians that money due would be paid after emigration 1228

Loughery, A. S., to H. L. Scott, relating to making contracts for the.. 1224

Manypenny, George W., to F. S. Hunt, suspending emigration of Indians. 1228

Marcy, W. L., to William Armstrong, states that "the object in directing the delivery of one-half the scrip when the Indians had started on their journey of emigration was to facilitate their removal" 1206

Page.

Removal of Choctaws west—Continued.

Letters concerning, from—

Martin, George W., stating that the emigration of the Indians, "so much desired by the government," would be facilitated by the settlement of the 14th article claims 73

McRae, John J., to T. Hartley Crawford, accepting the appointment as agent for the government in matters connected with the removal of Indians 1184

McRae, John J., to John F. Claiborne and Ralph Graves, relating to the feeding of destitute Indian claimants 1185

McRae, John J., to T. Hartley Crawford, states that it would have been a matter of great policy connected with the emigration to have withdrawn the Indians from their crops, so that they would have been destitute of supplies of their own, and would have been compelled to resort to the bounty the government provided for removal. 1185

McRae, John J., to T. Hartley Crawford, relating to an Indian council held to consider the matter of emigration 1187

McRae, John J., to J. M. Porter, Secretary of War, relating to his official conduct in connection with the emigration of Indians 1193–1197

McRae, John J., to T. Hartley Crawford, referring to instructions not to deliver scrip to Indians unless they emigrated west 1198

McRae, John J., to T. Hartley Crawford, inclosing copy of correspondence between him and board of Choctaw commissioners 1199

McRae, John J., to Tyler, Gaines & Rush, states that he has 137 pieces of scrip to deliver, awaiting the action of board of commissioners, and that the Secretary of War is very anxious to remove the Indians. 1200

McRae, John J., to T. Hartley Crawford, relating to payment of scrip to emigrating Indians 1201

McRae, John J., to T. Hartley Crawford, states that some Indians who emigrated have returned 1205

Medill, W., to Samuel M. Rutherford, instructions regarding emigration 1212

Medill, W., to T. C. Stuart, relating to mode of contracting for the emigration of Choctaws 1217

Medill, W., to T. C. Stuart, regarding the gratuitous furnishing of clothing to emigrating Choctaws 1218

Medill, W., to T. C. Stuart, regarding mode of emigration 1220

Phillips, Capt. J. A., to C. A. Harris, commissioner, gives reasons why the Indians object to removing, "their constant aversion to dispose of their country, their desire to remain and become citizens," &c.. 1155

Phillips, Capt. J. A., to C. A. Harris, commissioner, states that the Indians are so averse to removing that they proposed to give up their guns, &c.; suggests that the department say "they must and shall go" 1156

Phillips, Capt. J. A., to C. A. Harris, states that the Indians in council "decided unanimously that they will not emigrate west" 1157

Phillips, Capt. J. A., to C. A. Harris, states that he proposes to hold a council with Indians, and anticipates their refusal to remove 1157

Phillips, Capt. J. A., to C. A. Harris, states that the most important cause of the refusal of Indians to remove, is the unsettled 14th article claims 1158, 1160

Phillips, Capt. J. A., to C. A. Harris, recommending that S. T. Cross be given charge of the removal of Indians 1161

Phillips, Capt. J. A., to C. A. Harris, states that the removal of Indians looks more favorable, "and should Little Leader be hanged it is possible his people will then remove" 1161

Page.

Removal of Choctaws west—Continued.

Letters concerning, from—

Polk, James K., to the Secretary of War, directing the manner of emigration and payment of scrip 1211

Tyler, Gaines and Rush to John J. McRae, deciding that 137 cases submitted to the board by the Commissioner of Indian Affairs are entitled to scrip, with the exception of ten 1199

Wilson, William, to G. W. Manypenny, states that emigrants return east after receiving the money due them 1234

Reports, Official, by—

Armstrong, F. W., transmitting census of Choctaws, &c 21

Armstrong, F. V., concerning list of reservations, &c 23

Brown, A. V., concerning sales of Choctaw lands 28

Claiborne, John F. H., states that the "Choctaws have been universally averse to emigration"; that he is resolved to carry out the views of the State of Mississippi and the government, &c 335

Claiborne, John F. H., being a statement of official conduct of board of Choctaw commissioners with papers pertaining thereto 343–352

Claiborne and Graves, stating the difficulty of deciding claims, noting Ward's refusal to register Indians, &c 353

Claiborne and Graves, transmitting one hundred and ninety-eight cases fully acted upon 364

Claiborne and Graves, transmitting a transcript of journals 365

Commissioner of Indian Affairs to the Secretary of the Interior, showing the amount of scrip allowed Choctaws in lieu of lands 1421

Crawford, T. Hartley, being a revision of the decisions of Murray and Vroom on certain claims, &c 282

Crawford, T. Hartley, to the Secretary of War, transmitting list of claims for the approval of the President 315

Crawford, T. Hartley, to the Secretary of War, transmitting list of claims for the disapproval of the President 318

Manypenny, George W., to Hon. R. McClellan, Secretary of the Interior, transmitting the rejected cases 684

Mix, Charles E., to William K. Sebastian, chairman, &c., concerning "rejected claims" 612

Mix, Charles E., to the Senate Committee on Indian Affairs, concerning the Choctaw claims 1363

Murray and Vroom, transmitting list of Choctaw claimants 130

Murray and Vroom, transmitting tabular statement of claims, with their decisions thereon 214–281

Sebastian, W. K., to the Senate, recommending that the Choctaws be allowed the net proceeds of the sale of their lands 1382

Spencer, J. C., approving the revision, by T. Hartley Crawford, of Murray and Vroom's decisions in Choctaw claims to reservations, &c 288

Trahern, William, regarding the sale of Choctaw orphan reservations 1135

Tyler, Gaines and Rush, transmitting certain claims of Choctaws under the fourteenth article of the treaty of 1830 487–491

Tyler, Gaines and Rush, transmitting certain Choctaw claims under the fourteenth article of 1830 494–496

Wilkins, William, on the Choctaw claims allowed by Murray and Vroom 288–299

Reservations of Choctaws—

Depositions concerning, by—

Bell, Robert, states he was employed to point out the residences of Indians, &c 203

Page.

Reservations of Choctaws—Continued.

Depositions concerning, by—

Billingslea, William B., states he was employed in taking numbers of Indian lands 210

Carter, John, showing the ill-treatment of Indians by white men, driving them from homes, &c 62

Chanahajo, states that he pointed out residences of Indians 214

Cobb, Nat., states that he was employed to assist in pointing out residences of Indians 208

Cole, Coleman, states he was employed to take the numbers of lands on which Indians lived 202

Crafts, Reubin, states that he took the numbers of certain Indian lands. 479

Daniels, Norman Nelson, concerning motives of Kirksey and Poindexter's protest against the consideration of Indian claims to land 433

Daniels, N. N., states that he took the numbers of the sections of lands on which the Six Towns lived, as per accompanying list.....456, 459, 461, 463, 470, 472, 473, 475, 476, 477, 482, 483

Durant, Charles, states he pointed out location of certain Indian lands. 425

Eli tubbee states that he pointed out residences of Indians 213

Flack, Hugh C., states that he took the numbers of the locations of certain Choctaws 784

Flack, Hugh C., states that the foregoing table shows the locations of certain Indians 785

Gordon, John H., states that he made a list of residences of Indians, and furnishes a list of 184 "heads of families" 187

Hall, R. J., relating to the location of certain Indian lands 439

Harper, Logan, states he has no knowledge of any Indians who have emigrated west returning 452

Harrison, Hugh, relating to the location of certain Indian lands, as per attached list 447, 449, 452, 454, 455

Harrison, Hugh, relating to the claim of Ah-be-coo-chah 485

Herbert, William, relating to the location of certain Indian lands 441

Hodges, Joseph, states was employed to take the number of lands on which Indians lived 199

Hodges, Joseph, states that he took the numbers of certain lands on which were improvements of Choctaws 414

Hodges, Joseph, concerning protest of Kirksey and Poindexter 333

Hodges, Joseph, states he took the numbers of certain Indian lands ... 419, 420, 439, 450, 463, 464, 466, 482

Kuna-mooe-tubbee states that he pointed out residences of Indians 209

Leflore, Greenwood, concerning alleged frauds against the United States. 429

McDonald, Hugh, concerning location of certain Indian lands 421, 436

Morris, A. G., states that he took the numbers of certain Indian lands, as per incorporated list 786

Newsom, James E., states that he took the numbers of certain of the lands of the Six Towns, as per accompanying list 469

Nock-i-ne-tubbee, relating to the location of certain Indian lands 441

Nock-e-ne-tubbe, relating to the location of certain Indian lands 448

Oon-ta-chea states that he pointed out residences of Indians 205

Parker, J. J., states that he has no knowledge of any Indians who have emigrated West returning 454

Pom-fil-lah and Te-ahe-nin-tubbee accompanied Joseph Hodges when he took the numbers of Choctaw lands 415, 421

Randels, C. B., states that he took the numbers of certain Choctaw lands mentioned in this deposition 760

Page.

Reservations of Choctaws—Continued.

Depositions concerning, by—

Reed, Virdell, testifies that he took the numbers of certain Indian lands. 828, 829, 830, 831, 832, 833

Sak-e-ti-ah, relating to the location of certain Indian lands 449

Sock-a-tubbee, concerning residences of Indians shown to John H. Gordon (see p. 187), giving a list of 192 "heads of families"..... 194

Standley, James, knows of no fourteenth article claimant who has returned from the country West 160

Tish-o-cheleta states that he was employed to point out residences of Indians 204

Tish-o-mah states he pointed out to Hodges the residences of Indians.. 204

Tish-o-nubbee states that he pointed out residences of Indians 206

Tishopia, relating to the location of certain Indian lands 440

Tobla-chubbe, relating to Ward's failure to register Indians 443

Tokahajo states that he pointed out the residences of Indians..... 212

Tom, Jim, states he pointed out locations of certain Indian lands..... 424

Walker, John, showing the ill-treatment of Indians by white men, driving them from home, &c..... 62

Wilkinson, James, concerning location of certain Indian lands 423

Ye-ah-bee states that houses of Indians were taken possession of by white men 794

Letters concerning, from—

Armstrong, F. W., to Hon. Lewis Cass, forwarding report showing the different lands granted to each individual, number of acres, &c... 21

Armstrong, F. W., to Hon. Elbert Herring, commissioner, stating many families that have no fields are without reservations, and will fare as the 1,400 families fared "who really had fields over two and under twelve acres" 23

Cass, Lewis, to G. W. Martin, regarding Choctaw reservations..... 31

Cass, Lewis, Secretary of War, to F. E. Plummer, relating to claims of Jacob Thompson, Thomas Stewart, and John R. Comtee 58

Cass, Hon. Lewis, to G. W. Martin, relating to Choctaw reservations . 33, 35

Claiborne, John T. H., to T. Hartley Crawford, concerning organization of board of commissioners 331

Claiborne, John F. H., to T. Hartley Crawford, asking whether the commissioners should investigate any claim under the act of August, 1841, when the claimant refused to receive two-fifths of an acre for an acre, at 50 cents per acre 333

Claiborne, John F. H., to T. Hartley Crawford, concerning the establish ment of an office at Garlandsville, and his efforts to remove, if possible, the objection of leading Choctaws to removal 338

Claiborne, John F. H., to T. Hartley Crawford, inclosing statement of official conduct to be laid before the President..... 342

Claiborne, John F. H., suggestions of, that the United States tacitly invited settlers on Indian lands, which was an unqualified disposition of the land by the government, &c.....359–363

Claiborne, John F. H., to T. Hartley Crawford, advising that no land or scrip be given to Indians, but that the interest of the scrip be paid them after emigrating West 408

Claiborne and Graves, to all to whom it may concern, concerning regulations of the board of commissioners 332

Claiborne and Graves, to T. Hartley Crawford, notifying him of the organization of board of commissioners..... 332

Claiborne and Graves, to John C. Spencer, concerning current business. 366

Page.

Reservations of Choctaws—Continued.

Letters concerning, from—

Claiborne and Graves, to John C. Spencer, stating the destitution of claimants, and the distance traveled to present claims 367

Claiborne, Graves and Tyler, to T. Hartley Crawford, asking for instructions 370

Claiborne and Graves, to T. Hartley Crawford, notification of the appointment of T. J. Wood, to collect testimony in behalf of the United States 372

Crawford, T. Hartley, to J. C. Spencer, being a revision of the decisions of Murray and Vroom, regarding claimants, &c 282

Crawford, T. Hartley, to Claiborne, Graves and Tyler, acknowledging the receipt of claims adjudicated 408

Dickerson, Mahlon, acting Secretary of War, to G. W. Martin, regarding. 34

Folsom, Israel, states that five or six thousand Indians intended to secure lands under the fourteenth article, and sell them, colonizing on government lands in an entire body, but were deterred by threats and intimidations of government officers 1351

Gaines and Rush, Choctaw commissioners, to T. Hartley Crawford, relating to claims of six "heads of families," allowed by Claiborne and Graves 1201

Gaines and Rush, Choctaw commissioners, to J. J. McRae, relating to claims of six "heads of families" 1201

Graves, Ralph, to T. Hartley Crawford, asking for instructions 371

Graves and Tyler, to Commissioner of Indian Affairs, asking to be allowed to adjourn to Washington, &c 373

Gwin, Samuel, to George W. Martin, refusing to make marks designating locations on land office maps 71

Harris, C. A., to P. D. Vroom, P. R. R. Pray, and James Murray, Choctaw commissioners, instructing them to repair to Columbus, and organize, &c 120

Harris, C. A., to Vroom and Murray, Choctaw commissioners, directing them to proceed in the execution of their duties, &c 121

Jackson, Andrew, President of the United States, to the executive departments, ordering the suspension from sale of certain reservations. 51

Martin, G. W., to General Andrew Jackson, President, &c., regarding the 38, 39

Martin, G. W., to Hon. Lewis Cass, regarding the 36, 37, 39, 41, 42, 44

Martin, G. W., to Lewis Cass, Secretary of War, transmitting list of reservations 68

Martin, George W., to Lewis Cass, Secretary of War, relating to the location of reservations, &c 68

Martin, George W., to Lewis Cass, Secretary of War, asking for instructions regarding reservations in certain cases, &c 69

Martin, George W., to Lewis Cass, Secretary of War, states the claimants for land under the fourteenth article are more numerous than anticipated; that many who applied for, and were entitled to land, had gone west, &c 70

Martin, George W., to Lewis Cass, Secretary of War, states that he had been refused the use of maps by register, to verify locations, &c 70

Martin, George W., to C. A. Harris, Commissioner of Indian Affairs, stating that many just claims for reservations are deserving the highest consideration 72

Page.

Reservations of Choctaws—Continued.

Letters concerning, from—

Martin, George W., relating to the claim of No-a-temah, and that he had aimed to make the locations "in as compact a form as practicable"; also, regarding nineteenth-article claimants 73

Martin, George W., thinks that an early investigation of fourteenth-article claims should be made, to facilitate removal of Indians who refuse to go west until claims are adjudicated 73

Mix, Charles E., to Hon. William K. Sebastian, chairman, &c., concerning rejected claims of Choctaws 612

Mix, Charles E., to Jacob Thompson, states that had all the Choctaws availed themselves of the provisions of the fourteenth article, they would have taken up about 7,320,000 acres of land in Mississippi.. 1367

Murray and Vroom, Choctaw commissioners, to J. R. Poinsett, Secretary of War, notifying the department of their adjournment, owing to avacancy occasioned by the resignation of P. R. R. Pray..... 122

Murray and Vroom, Choctaw commissioners, to J. R. Poinsett, Secretary of War, suggesting certain amendments to the law governing their proceedings, &c 124

Murray and Vroom, Choctaw commissioners, to J. R. Poinsett, Secretary of War, asking for maps of the Choctaw country, &c 125

Murray, Vroom, and Burton, Choctaw commissioners, to C. A. Harris, Commissioner Indian Affairs, stating that the time of the commission must be extended to allow completion of business, &c..... 126

Murray and Vroom, Choctaw commissioners, to C. A. Harris, Commissioner Indian Affairs, stating their time is too limited to perfect business, &c.....128,129

Murray and Vroom, Choctaw commissioners, to the President, transmitting list of Choctaw claims filed before them, and stating Agent Ward's hostility to the Indians remaining, and from the evidence before them "that it was the almost universal intention of these Indians to take the benefit of the fourteenth article of the treaty"... 130

Plummer, F. E., to George W. Martin, concerning the unjust treatment of Jacob Thompson by Agent Ward..... 57

Pray, Murray, and Vroom, Choctaw commissioners, to J. R. Poinsett, Secretary of War, inclosing regulations made by them for the receiving and consideration of claims..... 121

Robb, John, acting Secretary of War, to G. W. Martin, regarding the. 29

Tyler, John, President of the United States, to the Secretary of War, decision regarding cases of claimants decided by Murray and Vroom..... 300

Tyler and Graves, to T. Hartley Crawford, asking for instructions..... 368

Ward, William, to Hon. John H. Eaton, showing the number of acres of land entered and relinquished 17

Memorandum of particulars, Particular 3d, claims under the 19th article treaty of 1830.....1341–1345

Statement of expenses growing out of the location and sale of, marked "F" 1419, 1420

Table showing the utmost extent of, provided for..... 1357

Rights of the Choctaws prior to the treaty of 1830 1354

Rules issued by Court of Claims on the—

Interior, the Secretary of the.. .....1, 119, 301, 611, 1153, 1421, 1424, 1432, 1696

Treasury, the Secretary of the..... 1440

S.

Page.

Sales of orphan lands. (*See* Orphan reservations.)

Scrip payments to Choctaws:

Letters concerning, from—

Armstrong, William, to W. Medill, recommending that all scrip be paid to Indians after their arrival west 1380

Bowman, James H., to Luke Lea, inclosing accounts, &c 1226

Brown, Orlando, to John Drennen, approving his action in refusing to pay scrip to Indians who emigrated for the sole purpose of receiving it 1234

Claiborne, John F. H., to T. Hartley Crawford, stating that great schemes of fraud are at work regarding the scrip payments contemplated 412

Cooper, Douglas H., to George W. Manypenny, relating to the charge of fraudulent practices against Agent Bowman in the payment of scrip 1237

Crawford, T. Hartley, to John J. McRae (*see, also,* Removal of Choctaws, letters concerning) 1177, 1179, 1181

Lea, L., to J. H. Bowman, relating to charges against him, concerning. 1226

Manypenny, George W., to D. H. Cooper, relating to the making of a census 1236–1237

Marcy, W. L., to William Armstrong, directing the withholding of scrip until the arrival of the Indians west 1381

Martin, H. L., to W. Medill, inclosing a memorandum showing the amount paid attorneys by Indians, and a copy of contract entered into by Saffrans and Johnston, relating to 1377

McRae, John J., to Tyler, Gaines, and Rush (*see, also,* Removal of Choctaws west, letters concerning) 1200

McRae, John J., to T. Hartley Crawford, states he delivered scrip to Indians only when crossing the Mississippi River on their way west. 1201

McRae, John J., to T. Hartley Crawford, containing statement of scrip delivered to Choctaw claimants 1204

McRae, John J., to T. Hartley Crawford 1205

Medill, W., to William Armstrong, forwarding scrip to be delivered to claimants 1207–1209

Medill, W., to Samuel M. Rutherford, regarding the transfer of scrip by Indians 1216

Mix, Charles E., to R. McClelland, relating to suspended scrip 1239

Mix, Charles E., to Jacob Thompson, furnishing a table showing when scrip was issued and paid 1369

Polk, James K., to the Secretary of War, directing the manner of payment of scrip to Indians, &c 1211

Reports concerning, by—

Commissioner of Indian Affairs to the Secretary of the Interior, showing the amount of scrip allowed Choctaws in lieu of lands 1421

Settlers on Choctaw lands, letters concerning, from—

Ward, William, to Secretary of War, asking instructions regarding the admission of 16–18

Southern Refugee Indians—

Disbursements on account of, charged to—

Choctaws, by William G. Coffin, third quarter 1862, $1,527.20 1448

Choctaws, by William G. Coffin, fourth quarter 1862, $1,321.17 1462

Choctaws, by William G. Coffin, first quarter 1863, $52,239.58 1471

Choctaws, by William G. Coffin, second quarter 1863, $13,805.57 1495

Choctaws, by William G. Coffin, third quarter 1863, $39,681.93 1509

Page.

Southern Refugee Indians—Continued.

Disbursements on account of, charged to—

Choctaws, by William G. Coffin, fourth quarter 1863, $27,888.61 1522
Choctaws, by William G. Coffin, first quarter 1864, $29,143.16 1546
Choctaws, by William G. Coffin, fourth quarter 1864, $1,375.25 1555
Choctaws, by William G. Coffin, first quarter 1865, $359,054.34 1560
Choctaws, by William G. Coffin, fractional second quarter 1865, $16,463.25 1558
Choctaws, by Elijah Sells, fourth quarter 1865, $50,227.52 1597
Choctaws, by William G. Coffin, paid to Cherokees, $15,000 1494
Choctaws, by Second Comptroller, June 19, 1862, $5,000 1442
Choctaws, by Second Comptroller, November 4, 1863, $14,000 1535
Choctaws, by Second Comptroller, June 20, 1862, $10,000 ..... 1443, 1444

Supplies furnished to, receipted for by—

Caddoes 1663
Cherokees 1661
Cherokees 1663
Cherokees 1666
Cherokees 1672
Cherokees 1675
Cherokees, Chickasaws, Euchees, and Kickapoos 1653
Cherokees, Kickapoos, Chickasaws, Euchees, Creeks, Delawares, Keechies, and Seminoles 1630
Chickasaws 1658
Chickasaws 1659
Chickasaws 1671
Chickasaws 1674
Chickasaws 1676
Chickasaws, Creeks, Cherokees, Kickapoos, Seminoles, Delawares, Keechies, and Iron Eyes 1634
Chickasaws, Euchees, and Cherokees 1648
Chickasaws, Euchees, and Cherokees 1651
Chickasaws, Euchees, Cherokees, and Kickapoos 1647
Chickasaws, Euchees, Cherokees, and Kickapoos 1649
Chickasaws, Euchees, Kickapoos, and Cherokees 1650
Choctaws 1660
Choctaws 1665
Choctaws 1667
Choctaws 1672
Choctaws 1673
Choctaws 1674
Choctaws 1677
Choctaws and Chickasaws 1655
Choctaws and Chickasaws 1656
Choctaws and Chickasaws 1657
Choctaws and Chickasaws 1658
Choctaws and Chickasaws 1660
Comanches 1664
Creek Indians 1503
Creek Indians 1627
Delaware and Osage Indians 1499
Edwards, Thomas, as acting chief of the Choctaw Nation 1654
Osage Indians 1501
Quapaw, Seneca, and Shawnee Indians 1511

Page.

Southern Refugee Indians—Continued.
Disbursements on account of, charged to—
Seminoles, Delawares, Wichitas, Tawakany, Wacoes, Keechees, Iron Eyes, Shawnees, Cherokees, Chickasaws, Euchees, and Creeks.... 1635
Shawnees, Wichitas, Towaconies, Wacoes, Kechies, and Joines..... 1643
Wichitas, Towaconies, Wacoes, Keechies, Ironies, Delawares, Shawnees, Seminoles, Creeks, Chickasaws, Euchees, Cherokees, Senecas, Senecas and Shawnees, and Quapaws..... 1638
Supplies purchased for, by—
Coffin, W. G.....1442–1575
Sells, Elijah 1590
Statements relating to Choctaw funds. (*See* Funds of the Choctaw Nation.)

T.

Treaty of 1820—
Address to the Choctaws, by the treaty commissioners of 1830, in which reference is made to "lands west of the Mississippi" acquired by the.... 8
Treaty of 1830—
Address to the Choctaws, by the commissioners negotiating the..... 6
Coercion force, and duress used by the government to obtain the 1354
Correspondence regarding the, from—
Commissioners to missionaries, refusing their request to be allowed to be present at the negotiation of the..... 4, 6
Eaton, John H., to Choctaw delegates, states that the President, Jackson, instructed the commissioners, "Fail not to make a treaty".... 1279
Grant, R. H., to Choctaw delegates, stating that false promises and intimidations were used by the commissioners in the negotiation of the 1281
Missionaries to treaty commissioners, requesting to be allowed to attend the negotiations of the 3, 5
Inducements and promises held out and made to the Choctaws to procure them to make the 1356
Journal of commissioners who negotiated the..... 2
Fourteenth article of the—
Damages sustained by Choctaws for violation of (*see* Memorandum of particulars, Particular 2) 1321–1341
List of claimants under the, made by—
Claiborne, Graves, and Tyler, called "Docket of claims," numbering from 1 to 1099.....375–390
Claiborne, Graves, and Tyler, known as "A tabular statement of cases," adjudicated 391–407
Herbert, William..... 442
Manypenny, George W., to the Secretary of the Interior (*see* Rejected cases) 613–683
Martin, George W., locating agent..... 75
Murray and Vroom, Choctaw commissioners 137
Nelson, Ganet..... 50
Tyler, Gaines, and Rush 491–493
Tyler, Gaines, and Rush.....497–575
Tyler, Gaines, and Rush, known as "Su-quah-natch-ah cases"...585–610
Ward, W., Choctaw agent..... 18
List of Choctaws who offered to register under the, by—
Tobla-chubbe and James Toby 445
List of general depositions in cases under the, adjudicated by—
Murray and Vroom, Choctaw commissioners 149
Petitions and evidence in rejected cases under the 691–1133

Page.

Treaty of 1830—Continued.
Fifteenth article of the—
Memorandum of particulars, Particular 5, pay of principal chief $500 annually 1346
Sixteenth article of the—
Memorandum particulars, Particular 6, claims for removal and subsistence of self-emigrants 1346, 1347
Eighteenth article of the—
Notes upon the Choctaw question; claims that the Choctaws were to have the net proceeds of their lands under the 1358
Nineteenth article of the—
Letters concerning claimants under the, from—
Martin, George W., concerning the sale by the government of lands belonging to 19th article claimants 73
Martin, George W., to Commissioner of Indian Affairs, asking for instructions 67
List of reservations sold under the, made by Brown, A. V 26
Payments agreed to be made under the 1357
Treaty of 1855—
Memorandum of particulars—Questions submitted to the Senate 1317
Preliminary negotiations, communications concerning, from—
Chickasaw delegates to Choctaw delegates, relating to settlement of differences 1314, 1315
Choctaw delegates to G. W. Manypenny; state that they are willing to bind themselves to a full and complete submission of the whole question to the Senate 1301
Choctaw delegates to George W. Manypenny, states that the claims of the Choctaws are liens on the lands in Mississippi, &c 1310
Choctaw delegates to Chickasaw delegates, relating to settlement of differences 1315
Choctaw delegates to President Pierce 1247
Choctaw delegates to G. W. Manypenny 1252
Choctaw delegates to George W. Manypenny, refusing to consider Chickasaw question until the settlement of their own affairs 1271
Choctaw delegates to Charles E. Mix (marked D) 1274
Choctaw delegates to Douglas H. Cooper (marked A) 1258
Choctaw delegates to D. H. Cooper, regarding adjustment of differences between Choctaws and Chickasaws 1283
Choctaw delegates to D. H. Cooper, proposing to settle differences with the government on "fair, just, and equitable terms" 1288
Choctaw delegates to D. H. Cooper, proposing to refer their claims to the Senate of the United States to decide what, in equity and justice, they are entitled to 1290
Choctaw delegates to D. H. Cooper, relating to "leased district" 1294
Choctaw delegates to George W. Manypenny, requesting that a treaty be concluded, providing for the reference of claims to the Senate. 1295
Cooper, Douglas H., to George W. Manypenny (marked B), inclosing estimate of amount due Choctaws under treaty of 1830 1266
Cooper, Douglas H., to Choctaw delegates, asking a conference with them to adjust differences between Choctaws and Chickasaws 1283
Cooper, Douglas H., to George W. Manypenny, inclosing memoranda of conversations had between him and Choctaw and Chickasaw delegates 1285
Cooper, Douglas H., to George W. Manypenny, inclosing a reply of Choctaw delegates to certain inquiries 1287

Page.

Treaty of 1855—Continued.

Preliminary negotiations, communications concerning, from—

Cooper, Douglas H., to George W. Manypenny, inclosing a proposition from the Choctaw delegates in regard to the settlement of their demands against the United States 1290

Cooper, D. H., to Choctaw delegates, relating to the country known as "the leased district" 1294, 1295

Eaton, John H., to the Choctaw delegates, referring to the negotiations of the treaty of 1830, states there is strong equity in Choctaw claim (marked E) 1279

Grant, R. H., to Choctaw delegates, states that intimidation and false promises were used in the negotiations of treaty of 1830 (marked F). 1281

Manypenny, George W., to R. McClelland, transmitting communication from Choctaw delegates 1256

Manypenny, George W., to Douglas H. Cooper, inclosing copy of communication from Choctaw delegates 1257

Manypenny, George W., to R. McClelland, states that no negotiations can be made with Choctaws regarding the Chickasaws, unless the differences between the government and the Choctaws be adjusted. 1286

Manypenny, George W., to D. H. Cooper, relating to the settlement of differences between Choctaws and Chickasaws 1289

Manypenny, George W., to George C. Whiting, Acting Secretary of the Interior, asking for instructions regarding the proposed treaty 1298

Manypenny, George W., to Choctaw delegates, states that the questions submitted to the Senate must be final and binding on the parties.. 1303

Manypenny, George W., to Choctaw delegates, opposed to the qualified submission of question to Senate 1312

McClelland, R., to George W. Manypenny, approving the proposed treaty 1257

McClelland, R., to Charles E. Mix, decides that it is inexpedient to reopen the whole subject (marked C) 1273

McClelland, R., to Charles E. Mix, declining to accede to the request of Choctaw delegates 1278

McClelland, R., to George W. Manypenny, stating that the President will not interfere with the action of the department 1283

McClelland, R., to George W. Manypenny, stating that the demands or claims of Choctaws are inadmissible 1289

McClelland, R., to George W. Manypenny, states that he sees no objection to the proposition to submit to the Senate Choctaw claims.... 1293

Memorandum of the conference between the Choctaw and Chickasaw delegates respecting the amendments suggested by the Commissioner of Indian Affairs to the draught of treaty 1296

W.

Warrior, claims for rifle, ammunition, &c., to each (*see* Memorandum of particulars, Particular 7) 1348

Western Choctaws, claims of (*see* Memorandum of particulars, Particular 1). 1317

Nok-e-hat-tah, dec'd.—Case No. 12.

Nan a yub bee, a witness produced on the part by the claimant, Nok-e-hat-tah, in the above stated case, who being first examined as to his knowledge of the obligation of an oath, and then duly sworn, testifies as follows: that he is about 40 years of age, and is not related to the claimant. At the date of the treaty of Dancing Rabbit Creek, he lived about six miles from the claimant, & knew him and his family well; he was a full-blood Choctaw and the head of a Choctaw family, and had living with him 4 unmarried children, viz: 1. Kan ne ah too nah, a female, then over 10 years of age, at home, making of a crop; she is now married and has a family of small children to take care of; 2nd. E-li-ish-shub-bee, a male, then over ten years of age, now engaged to work in the crop for a man named James Parker for six months; in consequence cannot leave to attend before the comms'r's; 3rd. Hayub-bee, a male, then over ten years of age, now at work making of a crop with a man name Wishmiah; 4th. Tom-ah-heen-lah, then under ten years of age, now at work with a man named Barnet; all citizens of Jasper county. The last of the above-named children was an adopted grandchild. Claimant' wife died about the conclusion of the late war, and before Puk she nub bee's treaty. Nok-e-hat-tah then resided in Nituk ha chee district, now Jasper county, on the waters of Tal-la-ha-la, and Emaniha ha bee was his nearest neighbor.

Ans'r 4th. Nok e hat tah then had a house and farm upon which he lived about four years, perhaps five, am not possitive, after the ratification of said treaty, when a man named Lightsy took his place from , when he moved about ten miles to Itta shan na, where he resided until his death about five years ago. Claimant, nor either of his children, ever left the ceded territory.

Ans'r 5th. Claimant within six months from the ratification of said treaty attended a counsil at Spanamingo's, where the Six Town people met for the purpose of ascertaining who of the clan wished to remain and become citizens of the State under the five, and take land at which counsil all or nearly all of the Six Town people determined to remain and hold land, and in pursuance of which determination appointed Chish ah bo mah by unanimous consent as their agent to present their names and respective families to the agent (Col. Ward) for registration for the five years stay under the 14th article of said treaty. At this counsil witness saw claimant, assisted by his leader, Mul la be chub bee, make his sticks and give them to Chish ah ho mah, who, with To bo kah, went to the agent (Wards) for the purpose of registering the names of the Six Towns for the five years stay. When on their return they reported that the agent (Ward) had registered some fifty or sixty (60) families, when he said he was very busy; they must go home and leave the sticks, that he would register all the names, and they must return again and see all was right. They went again when corn was about knee high, and while on the way learned that the Six Town names had not been registered according to promise, when they made new sticks and gave him, which he threw away, saying there were too many of them; if they wanted land, they must go west, & refused to register the names.

Ans'r 6th. Claimant made no contract, or paper writing in regard to his land, except a power of attorney to John Johnston, sen'r., within five years from the ratification of said treaty to witness' knowledge; this power of attorney he is advised has been submitted to the board in June last.

Ans'r 7. Claimant took no part of the annuity that year, neither has

he received any grant of land under any other article of the treaty to his knowledge.

Ans'r 8. Knows no Choctaw who went west, returned and claimed land.

Cross-interrogatories by the comm's'rs:

Cross-int. 1. It is upwards of fourteen years ago since the treaty of Dancing Rabbit Creek. The treaty of Doaks Stand or Pukshe nubbee treaty, was made about twenty-four years ago.

2. The children of claimant are all at home at different places in Jasper county, as stated in a former answer, three (3) of which were living at the date of Pukshe nubbees treaty; the 4th was born since; it is an adopted grandchild.

3. Claimant's land was good; a man named Lightry took claimant's place; he said he had bought the land when he took it from claimant, viz, he told claimant to leave, and he done so; claimant died five years ago at Itta shanna.

6. Claimant never did acknowledge that he ever signed any paper or made an agreement to sell any part of his land or claim, except the power spoken of to John Johnston, senr., spoken of in a former answer, within five years from the ratification of said treaty.

NAN-A-YUB-BA, his + mark.

Sworn to and subscribed before the undersigned comm'rs, this 29th day of April, 1845.

WILLIAM HERBERT,
F. M. KILPATRICK,
Commsrs.

Nos. 71 and 819.

Ma-hub-bee, of Capt. Red Post Oak's company of the Six Towns, a Choctaw and the head of a Choctaw family at the date of the treaty of Dancing Rabbit Creek, claims for himself a section of land under the 14th article of said treaty, including his then improvement, or a portion of it; the numbers of which were pointed out by Ok-chau-e-ha-jo & Ham ba to N. N. Daniels, and by him taken, and are dissignated in his deposition before Robert James, esqr., on the 29th day of June, 1843, as he is advised and believes; he also claims adjoining lands for the following-named children living with him at the date of said treaty and then unmarried, viz:

1. Law wa tub bee, under 10 years at treaty.
2. Sta ge hoo nah, under 10 " "

THE STATE OF MISSISSIPPI,
Jasper County:

This day personally appeared before me, Robert James, an acting justice of the peace, Ma-hub-bee, who, being duly sworn, says the facts as set forth in the above application are true to the best of his knowledge, information, and belief.

MA HUB BEE, his + mark.

Sworn & subscribed to this 29th day of June, 1843, before me, an acting justice of the peace in and for said county.

ROBERT JAMES, *J. P.*

Mah-tub-bee at the date of the treaty resided upon section 2, township 4, range 11 east, in the Augusta land district, Miss.; for proof reference is made to general deposition No. 5, of N. N. Daniels, filed before the board July 18th, 1843; case 71. Said section has been sold by the government; for proof, reference is made to the certified list of entries of land in said township, page 16, made by the register of said land office, and on file before the board; also to the certified diagram of said township, page 8, likewise on file.

MARTIN,
Atto. for Claimt.

Mahob bee, aged about 45 years, five feet 8 & ½ inches high, states that at the date of the treaty of Dancing Rabbit Creek he was a full-blooded Choctaw, & the head of a Choctaw family, having the following unmarried children living with him, viz:

1. Low wa tub bee, then under 10 years of age.

He then resided upon the headwaters of Soo au low wa Creek, in the Che nok a ba town, in Nituk ha chees district, now Jasper County, near Spana min go, where he had an improvement, on which he made his residence and lived for about three years after the date of the treaty, when he was induced to leave on account of the white people moving in and taking his near neighbours' improvements, saying that they had bought all the land, & that the Indians must leave; he then removed to Talla ho ma, about three miles, where he has resided ever since. Within six months after the ratification of said treaty he signified his intentions, through Chesh ah hom ah and Ta bo kah, to the agent (Col. Ward) to remain and take the five-years' stay; for particulars declarant refers to the general depositions of Chesh ah ho ma and To tub bee, taken and filed before the board a few days since. He never received any other grant of land under any other article of said treaty, and never within five years after the ratification of said treaty made any sale or contract for the sale of his claim or for scrip in lieu of land except a power of attorney to John Johnston, senr., which he is advised will be submitted to the board.

MA-HOB-BEE, his + mark.

Sworn to & subscribed in open court, June 28th, 1844.

GEO. S. GAINES.
S. RUSH.

Ma-hubbee.—No. 819.

Ah-koo-chun-tubbe, a witness produced on the part of the claimant in the above case, being duly sworn and examined, testifies as follows: That he is about 60 years old; knows the claimant, whose name is Ma-hubbee, and is his nephew according to Choctaw custom. The treaty of Dancing Rabbit Creek was made fourteen years ago, when he knew him and his family well, and lived distant from him about a mile. Claimant was then and is now a Choctaw head of a family, and had one child and a wife living with him, child unmarried; wife named Lah-sho-ma, at home; child named Low-wa-tubbe, then under ten years old, born at the same time of the treaty, present. He then had a house and field in Chenoka be town, near Sparna Mingos, Nitukeideas district, now Jaspar County, and To-ta-pi-yah was his nearest neighbor; the land was very good; claimant and his children always remained in the ceded country, and never have been west. The claimant moved about three

miles three years and a half after the treaty, when he settled on Tallahoma, and has lived there ever since. It was rumored that the whites had bought all the land, and they people were compelled to move; so he moved to where he could find timber. At the council at Sparna Mingo, he saw the claimaint's father, Taboka, make sticks representing this claimant and family and put them with the rest of the sticks, who, with Post Oak and others, were to start for Ward's in two days to have the names registered for the five years' stay. When they returned from Ward's they told the people that Ward had registered some fifty or sixty names when he said he was very busy—they must go home, leave the sticks, and he would register all the names, and they could come again and see about. They went the second time to Ward's, when corn was about knee high, & learned on the way that the names had not been registered as he had promised to do, when they made new sticks which he threw away, & refused to register the names. The council of Sparna Mingo was the spring next after the treaty. Claimant took no part of the annuity that year; has obtained no land under any other article of the treaty; nor within five years from the ratification of the treaty has he sold or agreed to sell his claim or scrip to be received in lieu thereof, or any portion of either, or made any paper to any person within that time, to his knowledge. Knows of no Choctaw who has been west, returned, and claimed land.

AH-KOO-CHUN-TUBBE, his + mark.

Sworn to and subscribed before us this 28th day of June, 1844.

GEO. S. GAINES,
S. RUSH,
Commrs.

To-nah-tim-ah, deceased.—Case No. 939.

On examination of the evidence and papers filed in the case of To-nah-tim-ah, deceased, No. 939, it appearing to the board that said claimant complied or offered to comply with all the requisites of the 14th article of the treaty of Dancing Rabbit Creek, and it further appearing that the section of land embracing the improvement of said claimant at the date said treaty, to wit, section thirteen (13), township nine (9), of range eight (8) east, has been disposed of by government:

The board, in pursuance of, and in conformity to the act of Congress of the 23d August, 1842, do adjudge and allow to the heir or heirs of said claimant, deceased, six hundred and forty acres of land; to the heir or heirs of her child, E-ok-i-tubbe, deceased, three hundred and twenty acres of land; to the heir or heirs of her child, E-mah-la-tubbe, deceased, three hundred and twenty acres of land; to her child, Chaffa-to-nubbe, three hundred and twenty acres of land; to the heir or heirs of her child, Nok-an-a-tubbe, deceased, one hundred and sixty acres of land; to be taken out of any of the public lands in the States of Mississippi, Louisiana, Alabama, and Arkansas, subject to entry at private sale.

Given under our hands & seals this eighth day of February, anno Domini 1845, at the city of Washington, District of Columbia, our place of session.

WM. TYLER. [SEAL.]
S. RUSH. [SEAL.]

E ah ha tubbee, agent for To-na tim ah, a Choctaw, and the head of a Choctaw family, at the date of the treaty of Dancing Rabbit Creek, claims for herself, under the 14th article of said treaty, one section of land embracing her then improvement, or a part of it, which section is designated in the deposition of Jesse G. Crecelius, of Scott County, taken before John Thomas, esqr., on the 8th day of August, 1843; also claims for her following children, living with her at the date of said treaty, and then unmarried, to wit:

1. E-mah-la-tubbee, over 10.
2. Nok an-a-cubbee, over 10.
3. E-ok-i-tubbee, over (dead) 10.
4. Chaf fah to nubbee, over 10.

E AH HA TUBBEE, his x mark.

THE STATE OF MISSISSIPPI,
Scott County:

Personally appeared before me, Jesse G. Crecelius, a justice of the peace in said county, E ah ha tubbee, who, after being duly sworn, says that the facts stated in the above application are true to the best of his knowledge, information, and belief.

Sworn to and subscribed before me on the 8th day of August, 1843.
JESSE G. CRECELIUS, *J. P.* [SEAL.]

Case 839.

To-nah-tim-ah, dead, by Chaffa to nubbe, her son, states that To-nah-tim-ah was a full-blood Choctaw, and at the time of the treaty of Dancing Rabbit Creek was the head of a Choctaw family. She then had living with her the following unmarried children, to wit:

1. E-ok-i-tubbe, then over 10 years of age—since dead; no issue.
2. E-mah-la-tubbe, then over 10 years, dead; left three children.
3. Chaffa-to-nubbe, over 10 years, present.
4. Nok-an-a tubbe, over 10 years, dead; no issue.

The children left by E-mah-la-tubbe, are: 1. Un-tah-ho-tim-ah; 2. Cun-e-man-tubbe; and 3. Hi-you. She then resided in Leflore's district, now Scott County, on Tuscullemetah, where she had an improvement on which she continued to live between three and four years, when she was dispossessed by a white man; she then moved across Tuscullemetah, and settle another place, where she lived until her death, which occured about seven years after the treaty.

A little after the middle of the summer next afte rthe treaty and within six months after ratification, according to an arrangement made with Capt. Manchubbe, claimant, and a number of other Tuscullemetaks started over to the annuity at Ben Leflore's, where Ward, the agent, then was, for the purpose of getting their names registered for the five years' stay. On their way they met Manchubbe and others who had been over there, returning home. From them they learnt that Ward had refused to register any more names for the five years' stay. Having no other business at Leflore's but to register for the five years, and learning from Manchubbe and his companions that Ward, the agent, had stoped registering, the claimant and those with her became discouraged, and returned home. For further particulars, refer to the general deposition of Captain Manchubbe and Nuk-ko-ah-homah, filed with the board. She never received any grant of land under any other article of the

treaty, and never within five years after ratification made any contract for the sale of her claim or for any scrip in lieu of land to knowledge of declarant.

CHAFFA TO NUBBE, his + mark.

Sworn to & subscribed before us this 12th day Nov., 1844.

WM. TYLER.
GEO. S. GAINES.
S. RUSH.

To-nah-tim-ah, dead, by Chaffa to-n ubbee, her son.—Case No. 939.

Im-il-le, a witness, being duly sworn and examined, testifies that he is fifty-six years old, and is no kin to the claimant. At the date of the treaty of Dancing Rabbit Creek, now fourteen years ago, he lived four & ½ miles from claimant, and was well acquainted with her and her family. She then had living with her the following unmarried children: 1. E-o-k-i-tubbe, then over ten years of age, since dead; left no issue; 2. E-mah-la-tub-be, then over ten, since dead; left three children, names, Un-tah-ho-tim-ah, Cum-e-man-tubbe, and Hi-you; 3. Chaffa-to-nubbe, then over ten, present; 4. Nak-an-a-tubbe, then under ten, since dead; no issue.

Claimant then had a house and filed in Leflore's district, now Scott County. Her next neighbor was Pis-took-chah. She never moved West, nor left the ceded territory, but continued to live on her place between three and four years, when she was dispossessed by a white man; she then moved across Tuscullemetah and settled another place, where she continued to live untill her death, which happened about seven years after treaty. A little after the middle of the summer next after the treaty claimant, in company with a number of the Tuscullelah people, started over to the annuity at Ben Leflore's, where Ward, the agent, then was, for the sole purpose of getting her name register for the five stay; on her way over she and her company met Capt. Manchubbe and several others returning home. They had been at Leflore's, and by a previous understanding the claimant and the rest of the Tuscullemetahs were to have joined them there, and all together go before Ward and get their names registered. From Manchubbee and his companions, the witness, one of them the company of claimant was a part, learnt that Ward, the agent, had refused to register any more names for the five years' stay, and had told the people that they must all go West. Claimant and the rest of the company, having no other business at Leflore's but to get their names registered for citizenship, and finding from information given by Manchubbe and those with him that Ward had postively refused to receive and register names, concluded that it was useless to proceed any further, and thereupon stopped short and all returned home again. Claimant received no part the annuity, obtained no grant of land under any other article of the treaty, made no contract within five years after ratification for the sale of her land, claim, or scrip to the knowledge of witness. He knows of no Choctaw who had returned from the West and claims land.

Examined by the agent of the board:

Claimant had no husband at the date of the treaty. The deceased child's, Emah la tubbee, children are at home with their mother at the date of the treaty; none other lived on the same section of land with claimant. Deponent does not know of claimant's having made any contract or paper

writing in regard to the land within the five years. Witness was in company when claimant started to Leflore's to get registered. They were about one & half miles from Leflore's when they turned back.

IM ILLEE, his + mark.

Sworn to & subscribed before us this 12th day of November, 1844.

WM. TYLER,
GEO. S. GAINES,
S. RUSH,
Com.

No. 1058.

Claim of Tink-ta-ho-mah.

THE STATE OF MISSISSIPPI,
Newton County:

Tink ta homah, who was a Choctaw, and the head of a Choctaw family at the date of the treaty of Dancing Rabbit Creek, claimes under the 14th article of said treaty for himself one section of land, including the then improvement, or a part of it, upon which he then resided, which section he is informed by John Dyess is section No. 31, T. 5, R. 13 E; He also claimes land for one unmarried child living with him at the date of said treaty, to wit, Pe ci timah, who was over 10 years of age at the date of said treaty.

TINK-TA-HO-MAH, his + mark.

THE STATE OF MISSISSIPPI,
Jasper County:

Personly appeared before me, Joshua Tatum, an acting justice of the peace in and for said county, Tink tah homah, who, being duly sworn, says that the facts set forth in the above application are true to the best of his knowledge, information, and belief.

Sworn to and subscribed befo me this 12th day of August, 1843.

JOSHUA TATUM, *J. P. N. C.* [SEAL.]

Tink te ho mah, being 5 feet 4 & ½ inches high, aged about 55 years, states that at the date of the treaty of Dancing Rabbit Creek *states* that he was a full-blood Choctaw and head of a Choctaw family & had living with him one child unmarried, viz:

1. Pie ci te mah, under 10 years of age at home.

He then resided in Netuk-hacbee district, now Newton County, on Soo an low wo skoo nah Creek, and Wak i chub bee was his near neighbor, where he had a house and improvement, on which he continued to reside about three years after the date of said treaty, when he was dispossessed by a white man named Atwood; he then moved about three Choctaw miles to English Town, where he continued to reside about one year; he then went to Chickesaw hay River, about seventeen miles, where he continued to reside until about three years ago, when he moved back within about six miles of his old place, where he still resides. He within six months from the ratification of said treaty signified his intention through Hish ab ho mah and To bo kah to Col. Ward, the agent, to remain and take the five years' stay under the 14th article of said treaty; for particulars, he refers to the general deposition of Chis hah ho mah

& Eli tub bee, taken and filed before the board in June last. He never within five years from the ratification of said treaty made any contract for the sale of his claim to land or for scrip in lieu of land, neither has he ever received any grant of land under other articles of said treaty; that at the time his application was filed he had the age of his child put down as over ten at the date of the treaty, thro' mistake, thinking he was required to give her then age at the time.

TINK-TA-HO-MAH, his + mark.

Sworn to & subscribed in open court 2nd Dec., 1844.

WM. TYLER.
GEO. S. GAINS.
S. RUSH.

Tink-te-ho-mah.—Case No. 1058.

Eli-tub-bee, alias Tom Gibson, a witness produced on the part of claimant in the above case, being duly sworn, testifies that he is about fifty years of age, and not related to claimant. The treaty of Dancing Rabbit Creek was made about fourteen years ago, when he knew him and his family well; he was then a Choctaw head of a family, and had living with him one unmarried child, to wit: Pie ci-te mah, then under ten years of age, absent. Claimant then resided on Soo-an-lo way-skoo-ner Creek, Nit-tuk kie chees district, now Jasper County, near Wak-i-chub-bee, where he had a house and field, in and upon which he resided about three years after the ratification of said treaty, when he was dispossessed by a man named Atwood; he then moved to English Town, distant about three Choctaw miles, where he resided about one year, when he went to Chick-a-say-whay, distant about 17 miles, where he remained until about three years ago, when he moved back within about six miles of his old place, where he still resides; he never moved west or from the ceded country; the land at his old place was very good. At the council at Span-a-min go's, held the next spring after the treaty, claimant made a stick representing himself and family, which he gave to witness, who gave it to Chish-a-ho-mah, who, with Ta-bo-kah, was to go to the agent (Col. Ward) to get the names of Six Towns for whom sticks had been made registered for the five years' stay; they started for that purpose soon after said council, was absent long enough to have gone to said Ward and return, and upon their return reported to their people that Ward had registered some fifty or sixty families, when he said he was very busy; that would do to leave the sticks and go home; that he would register all the names, and they could come again and see all was right. They went again to Ward's when corn was about knee high, and on the way learned the names were not registered, when they made new sticks, and took and gave him, which he threw away, and refused to register the names, saying there were too many of them, and if they wanted land they must go west. This is in substance their report. Claimant took no part of the annuity that year, obtained no grant of land under any other article of said treaty, nor within five years of the ratification of said treaty made any contract for the sale of his land claim or scrip or any portion of either to knowledge of witness. Knows no Choctaw who went west, has since returned, and now claims land.

ELI TUBBEE, alias TOM GIBSON, his + mark.

Sworn to & subscribed before us this 2d day of December, 1844.

GEO. D. GAINES,
WM. TYLER,
S. RUSH,

Com's.

John Dyess, a witness produced on the part of the claimant, being duly sworn, states that at the date of the treaty claimant lived on the east half of section 31, township 5, range 13 east. The dividing line of the section run thro' his farm. He knows that a man named Atwood fenced in his improvement and dispossessed him some three or four years after the treaty.

JOHN DYESS.

Sworn to & subscribed before us this 2d day of Dec'r, 1844.

WM. TYLER,
GEO. S. GAINES,
S. RUSH,
Com's.

Noon chubbe, decd. Case No. 1068.

On examination of the evidence and papers filed with the case of Noon chubbe, dcd., No. 1068, it appearing to the board that said claimant complied or offered to comply with all the require'ts of the 14th article of the treaty of Dancing Rabbit Creek, and it appearing further that the section of land embracing the improvement of said claimant at the date of said treaty, to wit, section twenty, township three, of range eight east, has been reserved to Naconsho, case No. 349 (before Coms. Claiborne, Graves, and Tyler), who is also a claimant under the said 14th article of said treaty:

The board, in pursuance of and in conformity to the act of Congress of the 23d of August, 1842, do adjudge and allow to the heir or heirs of said claimant six hundred and forty acres of land to be taken out of any of the public lands in the States of Mississippi, Alabama, Louisiana, and Arkansas, subject to entry at private sale.

Given under our hands and seals this 4th day of December, A. D. 1844, at Yazoo Old Town, Neshoba County, Missi., our place of session.

WM. TYLER. [SEAL.]
GEO. S. GAINES. [SEAL.]
SAMUEL RUSH. [SEAL.]

No. 1068.

Claim of Noon-chubbe, by his widow, Hi-o-te-mah, who says that Noon-chubbe was a Choctaw, & the head of a Choctaw family at the date of the treaty of Dancing Rabbit Creek. The claim for herself & his heirs, under the 14th article of said treaty, one section of land, embracing his then improvement or a part of it, which section is designated in the deposition of Reuben Craft, it being the resident section of Ne-con-sha. She also claims lands for his children living with him & unmarried at treaty, viz: 1, William; 2, Lah-pah-la-tubbe; 3, Choffa; 4, Fe-le, all under 10 years of age.

HI-O-TE-MAH, her + mark.

THE STATE OF MISSISSIPPI,
Smith County:

Personally appeared before me, David Ward, a justice of the peace in said county, Hi-o-te-mah, who, being duly sworn, says that the facts stated in the above deposition are true, to the best of her knowledge, information, & belief.

Sworn to and subscribed before me this 20th day of May, 1843.

DAVID WARD, *J. P.* [SEAL.]

Case of Noon-chubbe, dead, by his widow, Hi-o-te-mah, who being 5 edet 1½ inches high, and about 36 years of age, states that Noon-chubbe,

fec'd, was a full-blood Choctaw, and at the date of the treaty of Dancing Rabbit Creek was the head of a Choctaw family. He then had living with him a wife, this declarant, but no children. He then resided in Leflore's district, now Jasper County, on Tallehomah, where he had an improvement, on which he lived for about three years after the treaty, when a white man told them he had bought the land, & they must go away. He died about this time, & this declarant then moved to Shonko lo, where she has continued ever since. Within six months after ratification, he signified to Ward, the agent, his intention to remain & take the five years' stay. This signification was made through Tobla chubbe & James Toby. For particulars this declarant refers to the general deposition of Tobla chubbe & James Toby, on file before the board. He never received any grant of land under any other article of the treaty, and never within five years after ratification, so far as this declarant knows, made any contract for the sale of his claim, or for any scrip in lue of land.

HI-O-TE-MAH, her + mark.

Sworn to & subscribed before us this —— day of July, 1844.

GEO. S. GAINES.
S. RUSH.

Sho co pam be, Jim Naconsha.

Noon-chubbee, dead, by his widow, Hi-o-te-mah. Case No. 1068.

Sho-co-pam be, or Jim Naconsha, a witness produced on the part of the claimant in the above case, being duly sworn and examined, testifies as follows: That he is about 34 years old; knew the claimant, Noon chubbe, and was no kin to him. The treaty of Dancing Rabbit Creek was fourteen years ago, when he knew him and his family well, and lived from them distant about twelve miles. He was then a Choctaw head of a family, and had a wife named Hi-o-te-mah. He had no children. He had a house and field on Tallahomah, Leflore's district, now Jaspar County, & his nearest neighbor was E-man-cha-hubbe. About three years after the treaty a white man told him he had bought the land & must leave, & accordingly did so; about this time he died, when his widow moved to Shon ko lo Creek, where she has lived ever since. The land was good. Claimant never went west, but remained in the ceded country until his death. At the council at Ha chusah he saw him, and he was among those who requested Tobla chubbe and James Toly to have his name registered for the five years' stay by Ward; when they returned from Ward's they reported that he was absent, and his subagent, Stephen Ward, refused to register the names of those who were absent. Claimant took no part of the annuity, has obtained no land under any other article of the treaty, nor has he within five years from the ratification thereof made any paper or contract in regard to his land or claim to his knowledge, knows no Choctaw who has been west, returned, and claimed land.

Cross-examined by the agent of the Board:

He knows of no relation of the claimants living, and he had no children by his wife after the treaty.

SHO-CO PAM BE, or
JIM NACONSHA, his + mark.

Sworn to & subscribed before us this 10th day of July, 1844.

GEO. S. GAINES,
S. RUSH,

Comm's.

No. 1087.

Claim of Lah-he-cubbe (dead), by Tobla-chubbe, at request of the heirs. He was a Choctaw, and the head of a Choctaw family at the date of the treaty of Dancing Rabbit Creek, claims the heirs under the 14th article of said treaty one section of land embracing his then improvement, or a part of it, which section is designated in the deposition of Reubin Craft on 20th July, 1843, it being the resident section of Naconsha. He also claims lands for his following children living with him at the date of said treaty, and then unmarried, to wit:

1. Oon-tan-te-mah, under 10.
2. An-ta-cubbe, under 10.

TOBLA-CHUBBE, his + mark,
As next friend.

THE STATE OF MISSISSIPPI,
Neshoba County:

Personaly appeared before me, William Herbert, esq., a justice of the peace of said county, Tobbla chubbe, being duly sworn, says that the fact stated in the above application are true to the best of his information, knowledge, and belief.

Sworn to and subscribed before me this 21st day of August, 1843.

WILLIAM HERBERT, [SEAL.]
Justice of the Peace.

Case of Lah-he-cubbe, dead, by his father, Foluble chubbe, for the heirs, being 5 feet 3 inches high, about 60 years old, states, that Lah-he-cubbe, was a full blood Choctaw, and at the date of the treaty of Dancing Rabbit Creek was the head of a Choctaw family. He then had living with him a wife, name Im-i-o-nah; about one month after the treaty he had born to him a child, name An-tah-cubbe, absent. In the claim filed, this child was erroneously put in as in existence at the date of the treaty, as was also a younger one, name Oon tan te mah. He then resided in Leflore's district, now Jasper County, on Tah le homah Cr., where he had an improvement on which he continued to live for three years after the treaty, when he was dispossessed by a white man, who told them he had bought the place. He then moved to Shonkolo where he continued to live until his death, which took place between one & two years after he moved there. Within six months after the ratification of the treaty he signified to Ward, the agent, through Tobla chubbe and James Toby, his intention to remain and take the five years' stay; for particulars, refer to the general depositions of said Tobla chubbe & James Toby, filed with the board. He never received any grant of land under any other article of the treaty, and never within five years after ratification made any contract for the sale of his claim, or scrip in lieu of land, to the knowledge of declarant.

FO-LUB-LE-CHUBBE, his + mark.

Sworn to & subscribed before us this 17th day of Sep'r, 1844.

GEO. S. GAINES.
S. RUSH.

Case of Lah-he-cubbe, dead, by his father, Fo-luble-chubbe, for the heirs.—
No. 1087.

She-co-pam-be (James Naconsha), a witness on the part of the claimant, being duly sworn & examined, testifies that he is about thirty years old, and is no kin to claimant. At the date of the treaty of Danc-

ing Rabbit Creek, now fourteen years ago, he lived twelve miles from claimant, and was well acquainted with him and his family. He then had a wife, Im-i-o-nah, living with him; about a month after the treaty he had a child born, name An-tah-cubbe, absent. He had a house & field on Tah-le homah, in Leflore's district, Jasper County. His next neighbor was his father, Fo-lub le chubbe. He never moved west, nor left the ceded territory, but continued to live on his place about three years after the treaty, when he was dispossessed by a white man who said he had bought the land. He then moved to Shonkolo, where he continued to live between one & two years, when he died.

Within six months after ratification of the treaty, claimant attended the council called by Tobla chubbe on Habchushee, where witness saw him among those who requested Tobla chubbe & James Toby to take their names up to Ward, the agent, & have them registered for the five years' stay. He does not recollect of hearing claimant ask Tobla chubbe or James Toby to register his name, but he has no doubt he did so, from the fact of his presence there, and from the knowledge that he was desirous of staying. He received no part of the annuity, obtained no grant of land under any other article of the treaty, and never within five years after ratification made any contract for the sale of his claim, scrip, or land, to knowledge of witness. Witness knows of no Choctaw who has returned from the west and claims land.

SHE CO PAM BE, his x mark.

Sworn to & subscribed before us this 17th day of September, 1844.

GEO. S. GAINES,
S. RUSH,
Com's.

Etil-ah-we.—Case No. 1088.

On examination of the evidence and papers filed with the case of Etil ah we, No. 1088, it appearing to the board that said claimant complied or offered to comply with all the requisits of the 14th article of the treaty of Dancing Rabbit Creek, and it appearing further that the section of land embracing the improvement of said claimant, to wit, section nine, township two, of range nine east, has been reserved to Felika chubbe, case No. 320 (before Com's Claiborne Graves & Tyler), who is also a claimant under said 14th article of said treaty; the board in pursuance of, and in conformity to, the act of Congress of the 23d of August, 1842, do adjudge and allow to said claimant six hundred & forty acres of land, to be taken out of any of the public lands in the States of Mississippi, Alabama, Louisiana, and Arkansas, subject to entry at private sale.

Given under our hands and seals this third day of December, A. D., 1844, at Yazoo Old Town, Neshoba County, Missi., our place of session.

WM. TYLER. [SEAL.]
GEO. S. GAINES. [SEAL.]
SAMUEL RUSH. [SEAL.]

No. 1088.

Claim of E-til-ah-wah by Tobla chubee (o. w.) by request. She is a Choctaw & the head of a Choctaw family at the date of the treaty of Dancing Rabbit Creek. She claims for herself, under 14th article of

said treaty, one section of land embracing her then improvement, or a part of it, which section is designated in the deposition of Reubin Craft of 20th July, 1843, it being the resident section of Felika Chubbe.

TOBLA CHUBBE, his x mark, by request.

STATE OF MISS.,
Nashobah County:

This day personally came before me Wm. Herbert, a justice of the peace in said county, Tobla chubbe, who being duly sworn, says that the facts stated in the above application are true to the best of his knowledge, information, & belief.

Sworn to and subscribed before me on the 21st day of August, 1843.

WILLIAM HERBERT. [SEAL.]
Justice of the Peace.

E-til-ah-we (f.), who, being 5 feet 4 inches high, about 35 years of age, states that she is a full-blood Choctaw, and at the date of the treaty of Dancing Rabbit Creek was the head of a Choctaw family. She was one of the wives of Hok-e-lo-tubbe, and had a house & field of her own. She then resided in Leflore's district, now Smith County, on Eas-tah-butch-e, where she had an improvement on which she continued to live for about three years after the treaty, when she was dispossessed by a white man, name Rawls; she then moved to Hah-chu-shee, where she has continued ever since to live. Within six months after ratification she signified to Ward, the agent, through Tobla chubbe & James Toby, her intention to remain & take the five years' stay. For particulars she refers to the general depositions of Tobla chubbe & James Toby, filed with this board. She never received any grant of land under any other article of the treaty and never, within five years after ratification, made any contract for the sale of her claim, or for any scrip in lieu of land.

E-TIL-AH-WE, her x mark.

Sworn to & subscribed before us, this 10th July, 1844.

GEO. S. GAINES.
S. RUSH.

E-til-ah-we.—Case No. 1088.

James Toby, a witness produced on the part of the claimant in the above case, being duly sworn and examined, testifies as follows: That he is about 44 years old, knows the claimant, E-til ah we, and is no relation to her. The treaty of Dancing Rabbit Creek was made fourteen years ago, when he knew her and her family well, and lived about 3 miles from her. She was then a Choctaw head of a family and had a house and field of her own. She was one of the wives of Hok-e-lo-tubbe, who is dead. Her place was on Leaf River, Leflore's district, now Smith County, and her nearest neighbor was Ah-tak-ah-pe-no-ma. The land was good. She never went west, but has always remained in the ceded country. She remained on her land about three years after the treaty, when she was dispossessed by a man by name of Rawls; she then moved to Hah-chu-sah, where she has lived ever since. At the council at Ha-chu-sah they were assembled to give their names to Tobla chubbe and deponent, where the claimant was and requested them to have her name registered by the agent, Ward. They went to Wards and he was absent himself, but his brother, Stephen, the sub-agent, registered four names only and refused to register those who were absent. This was the next summer after the treaty; peaches & corn were ripe. Claim-

ant took no part of the annuity that year. Has obtained no land under any other article of the treaty, nor has she within five years from the ratification of the treaty made any contract in regard to her land or claim to his knowledge. Knows of no Choctaw who has been west, returned, and claimed land.

Cross-examined by the agent of the board:

Does not know whether she has employed any one to get her land for her within five years from the treaty.

JAMES TOBY.

Sworn to & subscribed before us, this 10th day of July, 1844.

GEO. S. GAINES,
S. RUSH,
Com'rs.

No. 26.

E-lah-pe-hah, of Capt. Red Post Oak's company of the Six Towns, a Choctaw, and the Choctaw head of a family, claims for himself a section of land under the 14th article of the treaty of Dancing Rabbit Creek, including his then improvement or a part of it at the date of said treaty, the numbers of which were pointed out by Yok nu la & Ta-pe-oun-che-ah to N. N. Daniels, and by him taken, and designated in his deposition before B. F. Reynolds, esq., and filed with the com. the 31st day of May, 1843, as he is informed and believes. He also claims adjoining lands for the following named children living with him at the date of said treaty, & then unmarried to wit:

1. Ab-be-homah, over 10 years, at date of treaty.
2. Tah ho nah, over 10 years, " "
3. I-lah-o kub bee, over 10 years, " "
4. Ah-ka-lam-bee, over 10 years.

STATE OF MISSISSIPPI,
Jasper County;

This day personally came before me B. F. Reynolds, an acting justice of the peace for said county, I-ok-la, who, being duly sworn, says the facts set forth in the above application are true, to the best of his knowledge, information, & belief.

E LAH PE HAH, his + mark.
By I-OK LA, her + mark.

Sworn to and subscribed before me, an acting justice of the peace for said county, May 31st, 1843.

B. F. REYNOLDS.

E-lah-pe-hah, at the date of the treaty, resided upon section 20, township 5, range 11 east, in the Augusta land district; for proof of this, reference is made to general deposition No. 1, of N. N. Daniels, filed before the board, 31st of May, 1843, case 26. Said section has been disposed of by the Government; for proof of which, reference is made to the certified list of entries of land in said township, at page 22, made by the register of said land office, and on file before the board; also to the certified diagram of said township, page 9, likewise on file.

HENRY L. MARTIN,
Atto. for Claim't.

E-lah-pe-ha, who being five feet five-½ inches high, about sixty years of age, states that he is a full-blood Choctaw; that at the date of the treaty of Dancing Rabbit Creek he had living with him a wife, I-ok-la, and the following unmarried children to wit:

1. Al-be-ho nah, then over 10 years of age.
2. Tah-ho nah, " " " "
3. I-lah-yo-kub-bee, " " " "
4. I-ha-kom-bee, " " " " now dead.
5. Ah-took lah-tub-bee, then under 10 years old.
6. E-yok-ah-ho-nah, " " "

He then resided in Nit-tuk-ka-chee's district, now Newton County, on Taula Creek, near Hush-shook-ho-mah, where he had an improvement on which he lived a little more than five years after the date of said treaty, when he removed to Tallahoma, distant about two miles, where he lived one year; he then removed about one mile and settled where he has lived ever since.

Within six months after the ratification of said treaty he signified his intention, through Chish-a-ho-mah and Ta-bo-kah to the agent, Col. Ward, to remain and take the five years stay; for particulars he refers to the general depositions of Chish-a-ho mah and To-tub-bee taken and filed before the board a few days since as he is informed. He never received any grant of land under any other article of said treaty, and never within five years after the ratification of said treaty, made any contract for the sale of his claim (other than a power of attorney to Col. Johnston, which he is advised will be submitted to the board) or for scrip in lieu of land.

E LAH PE HA, his + mark.

Witness: Tah pe oon che ah.

Sworn to & subscribed in open court June 18th, 1844.

GEO. S. GAINES.
S. RUSH.

E-lah-pe-hah.—Case No. 606.

Tah-pe-oon-che-a, a witness produced on the part of the claimant in the above case, being duly sworn and examined, testifies as follows: That he is about 40 years old; knows the claimant whose name is E-lah-pe-hah, and is a distant relation to him. The treaty of Dancing Rabbit Creek was (14) fourteen years ago, when he knew claimant & his family well, and lived two miles from him. He was then a Choctaw, and the head of a Choctaw family, consisting of a wife and five children; wife named I-o-kla, children. 1. Al-be-ho-nah, then over ten years old, present; 2. Tah-ho-nah, then over ten years of age, dead; left no heirs; 3. I-lah-yo-kubbe, then over ten, present; 4. I-ha-kom-bee, thinks he was under ten years old, and since dead. These were all unmarried at that time. Ah-took-lah-tubbe, then under ten years old, present; I-yok-a-ho-nah, the next child, was born the next spring after the treaty. They all lived with claimant at that time. He then had a house and field on Taula Creek, Nitakeicha district, now Newton County, & his nearest neighbor was Hush-up-ho-mah; the land was very good. He nor his children have never been west, but always remained in the ceded country. He was dispossessed five years after the treaty, a white man named Evans having bought the land, and all in the neighborhood moved. He then settled on Tallahoma, & staid one season, and then moved about one mile, where he has resided ever since. At the council at Sparna

Mingo, witness saw the claimant make sticks and give them to Toka hap, their leader, who gave them to Chis a ho ma and Ta-bo-ka to take to the agent (Ward) to have their names registered for the five years, stay. He understood from Post Oak on his return, that Ward had registered some 50 or 60 names when he told him to go home, he was very busy; that they should all be registered, & he could come again & see that they all had been registered. On the return of Post Oak & Ta bo-ka to the agency they learned on the way that the names were not registered, and they made new sticks and gave them to Ward, who they found at the Council House, which he took & untied and threw away, saying there was too many that wanted to stay. It was the next spring after the treaty when claimant gave the sticks to Tok-a-ho-jo. Claimant took no part of the annuity, obtained no land under any article of the treaty, nor within five years after the ratification of the treaty has he either sold or agreed to sell his claim or scrip to be had therefor, or any portion of either to his knowledge. Knows of no Choctaw who has been west, since returned & claims land. About twenty-four years ago the treaty of Dokes Stand was made, when claimant had three children, the balance were born since then.

TAH-PE-OON-CHE-A, his + mark.

Sworn to & subscribed before us this 18th day of June, 1844.

GEO. S. GAINES,
S. RUSH,
Commissioners.

Nos. 29 & 609.

Claim of Hus-ke-ah hooc-ta, of Capt. Red Post Oak's Company of the Six Towns, a Choctaw, and the Choctaw head of a family, claims for herself a section of land under the 14th article of the treaty of Dancing Rabbit Creek, including her then improvement, or a part of it, at the date of said treaty, the numbers of which were pointed out by Yoc-no-la & Tah-pe oon che-ah to N. N. Daniels, and by him taken and designated in his deposition before B. F. Reynolds, esq., and filed with the board of com's the 31st of May, 1843, as she is informed and believes; she also claims adjoining lands for the following named children living with him at the date of said treaty, and then unmarried, to wit:

1. Ah-po-to-le, over 10 years at treaty.
2. Me-ho-nub bee, " 10 do.

STATE OF MISSISSIPPI,
Jasper County:

This day came before me, B. F. Reynolds, an acting justice of the peace for said county, Hus-ke-ah-kooc-ta, who, being duly sworn, says the facts set forth in the above application are true, to the best of her knowledge, information, and belief.

HUS-KE-AH-HOOC-TA, her x mark.

And subscribed the same before me this 31st of May, 1843.

B. F. REYNOLDS.
J. Peace.

Hus-ke-ah hooc ta, at the date of said treaty, resided upon section 29, township 5, range 11 east, in the Augusta land district; for proof of which reference is made to general deposition No. 1, of N. N. Daniels,

filed before the board 31st of May, 1843, case 29. Said section has been disposed of by the government; for proof of this, reference is made to the certified list of entries of land in said township, at page 23, made by the register of said land office, and on file before the board; also to the certified diagram of said township, page 9, likewise on file.

MARTIN,
Atto. for Claim't.

Hush-ke-ah hooc ta, a widow at the date of the treaty, who, being about five feet high, about sixty-five years of age, states that she is a full-blood Choctaw; that at the date of the treaty of Dancing Rabbit Creek she was the head of a Choctaw family, and had living with her the following unmarried child, to wit:

1. Me-ha-nub-bee, then over 10 years of age.

She then resided in Nit-tuk-ka-chee's district, now Newton County, on Taula Creek, near Il-la-no la, where she had an improvement on which she lived between five and six years after the ratification of said treaty, when she removed to Tallahoma, where she has resided ever since.

Within six months after the ratification of said treaty she signified her intention, through Chish-a-ho-mah and Ta-bo-ka, to the agent, Col. Ward, to remain and take the five years' stay; for particulars she refers to the general depositions of Chish a ho mah and To-tub-bee, taken and filed before the board a few days since. She never received any grant of land under any other article of said treaty, and never within five years after the ratification of said treaty made any contract for the sale of her claim, or for scrip in lieu of land.

HUS KE AH HOOC TA, her x mark.

Sworn to & subscribed in open court June 19th, 1844.

GEO. S. GAINES.
S. RUSH.

Witness: Tah pe oon chea.

Hus-ke-ah-hooc-ta.—Case No. 609.

Tah-pe-oon-che-a, a witness produced on the part of the claimant in the above case, being duly sworn and examined, testifies as follows: That he is about 40 years old; knows the claimant, whose name is Hus-ke-ah-hooc-ta, and is her distant relation. The treaty of Dancing Rabbit Creek was made fourteen years ago, when he knew claimant and her family well and lived in sight of her. She is a Choctaw and was then the head of a Choctaw family. She had one child named Me-ha-nubbe, then over ten years old, present, was then married and had a wife living; he was quite young at the time. This child lived with his mother, and his wife with her own mother; his wife's name is Lo-mah-to-nah. She (claimant) then had a house and field on Taula Creek, Nitukicha district, now Newton Co. The nearest neighbor was E-lah-no-la; the land was good. She nor her child has ever been west, but has always remained in the ceded country. She was compelled to leave because four white men named Evans & Walker bought all the land where she lived, and her neighbors left also. This was after the expiration of the five years subsequent to the treaty, when she moved to Tallahoma, and has lived there ever since. At the council at Sparna Mingo he saw claimant break sticks and give them Toka hap, the leader, who gave them to Post Oak & Ta-bo-ka, who were to take them to Ward, the agent, to have him register the names for the five years'

stay. On their return from the agency they reported that Ward had registered some fifty or 60 names, when he told them to go home & leave the sticks, that he would register all the names. On their return to the agent they learned on the way that Ward had not registered the names, and they made new sticks, took them to Ward and gave them to him, which he took & untied, when, saying there were too many that wanted to stay and get land, threw all the sticks away, which they reported when they returned. The time when the council was held was the next spring after the treaty. She took no part of the annuity that year. Has obtained no land under any other article of the treaty, nor within five years after the ratification of the treaty has she either sold or agreed to sell any portion of her claim or scrip to be received in lieu thereof to his knowledge. He knows of no Choctaw who has been west since returned, and now claims land. Dokes Stand treaty occurred 24 years ago, and then claimant had one child.

TAH-PE OON CHE A, his x mark.

Sworn to & subscribed before us this 19th day of June, 1844.

GEO. S. GAINES,
S. RUSH,
Commissioners.

No. 21.

Mish-a-moon-tubbee states that on the 27th of Sept., 1830, he was the head of a Choctaw family & a member of that nation; that within six months after the ratification of the treaty he signified to Col. Ward, the agent of the United States, his intention to remain and become a citizen of the States and take lands under the 14th article of the treaty. The agent (Ward) registered his name, which registration is now not to be found. He then belonged to Capt. Cobb's company & and lived on lands now embraced in section 34, township 11, range 9 E., where he had an improvement, & continued to live thereon for five years after the ratification of the treaty. He had no children.

CH'S. FISHER,
Atto. for C't.

No. 21.—Mish-a-moon-tubbee, a full-bred Choctaw, aged about 30 years, on being interrogated, says: His name is Mish-a-moon-tubbee; has neither wife or child at this time; once had a wife, but they ran away from each other. Colo. Fisher is his counsel.

Pah-lubbee, a full-bred Choctaw, a witness for claimant, being sworn by one of the commissioners on the Holy Evangely of Almighty God, deposes as follows: That he is acquainted with Mish-a-moon-tubbee; has known him a great while; he is present (pointing him out); lives about 4 miles from him; his residence is on Pearl River, near the mouth of Buc-che-noc-o-by; he once had a wife, but she threw him away; they lived together about three years. He thinks they were married some time in the summer previous to the treaty. Before he was married he lived where he now lives, and has ever since It is a custom among the Choctaws not to take their wives home when they are first married, but to live principally with their parents and visit occasionally. They lived in this manner. She occasionally visited her husband at his house, but he does not think she considered it her residence. He supposes the reason she threw him away was that she did not like to live at his house;

she never lived at his house; would occasionally visit him for a day and then return home.

Mish-a-moon-tubbee had no house of his own, but lived with his mother until her death, which happened about three or four years ago. His mother's name, Ish-ta-ba-wala. Ish-ta-ba-wala belonged to Capt. Cobb's company. Her name was not on the list presented by him to Colo. Ward. Claimant had one child by his wife, which is now living. She took it with her; its name is O-tam-bee, a boy; he does not know its age. It was born since the treaty. His wife's father has been dead a great while before the treaty. His wife's mother is named Ay-ya-ha; she is a claimant; her name is on the list in his deposition. Claimant's wife is called Sho-na-ho-ka; does not know her age, but she is getting up in years; her name is on the list in his deposition; she has continued since she threw her husband away to live with her mother. Claimant was at Ben Leflore's at the time of the annuity; he saw him apply to Colo. Ward to be registered; claimant is his nephew; he has no interest in his claim; is a member of Capt. Cobb's company.

Question by Colo. FISHER. Was Mish-a-moon-tubbee's child born before the annuity or not?

Answer. Does not know.

Question by district attorney. Did the property on which claimant lived belong to himself or his mother?

Answer. The property belonged to his mother. Claimant made the corn and the crops.

Question by Colo. FORRESTER, for claimant. Had claimant any field?

Answer. Claimant made the field for his mother, and the crops.

PAH-LUBBEE, his x mark.

Taken & sworn to at Leflore's, this 11th Jan'y, 1838, before

J. MURRAY,
P. D. VROOM.

No. 41.

Sinah Perry states that on the 27th of Sept., 1830, her husband, Sampson Perry, was the head of a Choctaw family and a member of that nation; that in October or Nov., 1830, he died, leaving claimant, his widow, and one child; that within six months from the ratification of the treaty she signified to Col. Ward, agent of the United States, her intention to remain and become a citizen of the State and take lands under the 14th article of the treaty. Ward, the agent, registered her name, which registration is now not to be found. She lived in Capt. Perry company, and the house in which she lived was on lands now embraced in section 31, township 22, range 9 E.; the field was in section 6, township 21, range 9 E., where she had an improvement and continued to live thereon for a short time after her registration, when her husband's father, Isaac Perry, took the property of her husband (his son) and his improvement, disposs'ing claimant of the same; she had lived in the country ever since, and still lives in it. Before the death of her husband they had one child residing with them under ten years of age, named Haslin, who has continued to live with her ever sinee.

JOHN B. FORESTER,
Atty. for Claimant.

Yallo-busha.

41.—S'nah Perry, a ¼-blood Choctaw, being interrogated, says his name is Sinah Perry, and is 31 years of age. She has one child, a boy,

present, named Haslin Perry. Her husband, Sampson Perry, died three weeks after his return from the treaty ground. Col. Forrester is her counsel.

Testimony for claimant.

John T. Hammond, a white man, of the county of Tallahatcha, a witness for claimant, being first sworn by one of the commissioners, deposes as follows: That he is acquainted with Sinah Perry, now present; she is a ¾-blood Choctaw; has known her about eight years; knew her husband, Sampson Perry, but does not know her residence. Sampson Perry has told witness he lived on a creek called Sa-bog-la-hatch-ee; does not know if it was in Yallo-busha or Choctaw County. He knows this claimant to be the widow of Sampson Perry; she was reputed to be his wife; he saw them frequently at the house of Perry's father. He died in the fall or winter of 1830. He was living at the time of the treaty, and died before Christmas in 1830. They had one child at the time of his death, a boy four or five years old; did not know his name at that time. He is now called Haslin. Does not distinctly recollect the child. Should not have known him if he had not seen him with his mother. The child spoken of lived with its father and mother. The one now present he has seen with the mother for three or four years back. Has generally seen him when he saw his mother. He saw her name in Ward's book at the same time he saw Coleman Cole's, but he does not know whether the child's name was on the book or not.

JOHN T. HAMMOND.

Taken and subscribed this 18th January, 1838, at the house of Benj. Leflore's, Miss., before us.

J. MURRAY.
P. D. VROOM.

Coleman Cole, a witness for claimant, a three-quarter blood Choctaw, being sworn, deposes as follows: Having declared that he had read the Bible, and believed it to be the word of God; that he is acquainted with Sinah Perry; she is his own sister; she lived at the time of the treaty on Sub-og-la-hatcha, a branch of Yalo-busha, about 7 or 8 miles from the mouth of the branch, and about 16 miles from him; knew her husband, Sampson Perry; he died about two weeks after the treaty of Dancing Rabbit Creek. He recollects that the treaty of Dancing Rabbit Creek was made in September, 1830. He recollects the time of his death from having conversed with him after his return from the treaty about taking the benefit of the five years' stay. He died very soon after that conversation. He had at the time of the treaty a wife, the claimant (pointing her out), and one child living with him; the child's name is: 1. Haslin, a boy, present (points him out). He was one year old at the date of the treaty. At the date of the treaty Sampson Perry had an improvement, a house and field of 10 acres, on which he lived at that time and for three years before and until the time of his death. His family continued to live there until the fall of 1831; at that time his sister, the claimant, sent for him, when he went; from a conversation he had with Isaac Perry, the father of Sampson, he found he claimed the property and was determined to dispossess Sinah Perry; does not know how he claimed the land; he told witness he claimed it under the custom of the nation. He does not know who built the house or cleared the field. Isaac Perry lived at that time on Yalo-busha, about twenty miles from claimant. Isaac Perry had been there some days before he arrived, and he claimed not only the land, but also all the property of every description, and took possession of it in the presence of witness; did not say

that Sampson owed him money, or that Sampson had made any conveyance of the property to him. He took his sister and her child and removed them to his aunt's, about 30 miles off, where she has remained ever since. His sister, Sinah Perry, has given him a power of attorney to act for her, but he is to receive no compensation, and has no interest in the claim. Isaac Perry kept possession about 8 or 9 months. A white man by the name of Fox now lives on the land. Sampson Perry did not register for the five years' stay. Witness was at a council held at Garret E. Nelson's a short time before the payment of the annuity at Ben. Leflore's. His sister, Sinah Perry, was there; he saw her name put on the list by Nelson; recollects that the child's name was called, but does not know if it was put down; the people in the council agreed to send the list by Nelson to Colo. Ward. Nelson was desired to keep the list for that purpose. At the time of the annuity at Ben. Leflore's he saw Colo. Ward, who told him he had received a list from Nelson and had the names on his book. Sampson Perry and his family belonged to Lewis Perry's company at the treaty; has no knowledge that the claimed in this case has been sold by the government.

COLEMAN COLE.

Taken and sworn to at Leflore's this 1 day of Feb'y, 1838, before us.

P. D. VROOM.
J. MURRAY.

Coleman Cole, the witness, being recalled, deposes that in the month of August last that he was at the section corner of Sinah Perry's land. Her house stands in section 31, township 22, range 9 east. Her field stands in section 6, township 21, same range. The marks were to be seen plainly on the trees. The corner of section 31 was not legible, and he went to the lower corner and found the mark of section 31 very plain. He cannot remember these marks but by a memorandum made by him at the time, and which he now holds in his hand. He had a pen, ink, and paper with him, and made the memorandum in the woods on the spot. The corner of section 31 bears east from the house about 200 yards across a little branch; section 31 and section 6 corner together. The marks he has given were taken from trees; there were no posts. He does not recollect what description of trees the marks were upon. Township and range were marked upon one tree and section on another. A man by the name of Fox, who then occupied the place, went with him at his request to show him the corner. He has had the care and expense of Sinah Perry's child since last summer; he took it because she had no house or land to live on; he sends the child to school, but keeps no account of his expenses. In case Sinah Perry should recover her land he does not expect to be reimbursed the expense he has been at, but expects her to pay his future expenses when she is able. He has no understanding with claimant on this subject.

COLEMAN COLE.

Taken and sworn to at Leflore's this 19 Feb'y, 1838, before us.

P. D. VROOM.
I. MURRAY.

No. 103.

Ezra Ripley states that on the 27th day of September, 1830, he was the head of a Choctaw family and a member of that nation; that within

six months after the ratification of the treaty he signified to Colo. Ward, U. States agent, his intention to remain & become a citizen of the States, & take land under the 14th article of the treaty. Ward, the agent, registered his name, which registration is not now to be found. He belonged at the time of the treaty to Capt. Cobb's company & lived on lands now embraced in section 7, township 13, range 11 E., which were afterwards sold by the government, & thereafter he moved to the place where he now lives.

CH'S FISHER,
Atto. for C't.

No. 103.—Ezra Ripley, a full-blood Choctaw, aged 28 years, being interrogated, says that at the time of the treaty he had a wife named Ho-ka, now at home, and no children. He lived at that time on Pe-na-shook, a branch of Pearl River, about 37 miles from this place and about 10 miles from the mouth of the branch. Colo. Fisher is his counsel.

Tisho-che-la-ta, a full-blood Choctaw, a witness for claimant, being admonished of the nature and obligation of an oath, and declaring his belief in a future state of rewards and punishments, was sworn and deposes as follows: That he is acquainted with Ezra Ripley, the claimant; knew him at the time of the treaty and before; he lived at that time on the Robeson road, 37 miles from this place, on this side of Pena-shook Creek, about 10 miles from where it empties into Pearl River, and about 4 miles from him; knew his family well at that time and saw them often; he then had a wife called Ho-ka; she is now at home; they had no children at the time of the treaty. Claimant had an improvement at the time of the treaty, a house in his father's yard, and a little field to himself, and assisted in working his father's field. His house stood about 31 feet from his father's; his father was named Itte-chea; he is now here; he is a claimant under the 14 art. of the treaty, and belongs to Cobb's company. Ezra Ripley built the house in which he lived at the treaty, and cleared the little field of which he has spoken, about 3 acres; the house in which he lived was called his own. They all eat in his father's house together, but slept in their own house. Claimant was married two years before the treaty to a daughter of E-ma-lubbee, who belonged, he thinks, to Cobb's company before he died, which was about 3 winters ago. Witness was at Ben Leflore's at the time of the payment of the annuity; claimant and wife were here also. He went into Ward's room with him and heard him apply to him to be registered. Ward put his name down. Claimant and his wife at the time of the treaty belonged to Cobb's company. He is not related to claimant or his wife, and has no interest in his claim. He is a claimant as head of a family under the 14th article of the treaty. Ripley, the claimant, continued to live on the improvement he has named until about 4 winters ago, when he bought land at Columbus and moved on it, about 4½ miles from his old residence. He does not know of his own knowledge that he bought this land; he built a new house and made a field on this land, and has lived on it ever since. A short time before claimant moved, he heard a white man by the name of Witt, a son-in-law of Ben Leflore, tell claimant's father that he could not hold the land on which he was living; this frightened him; he saw him take fifty dollars, a very short time after this conversation with Witt, and start for Columbus, as he said, to purchase the land, on which he lived, of the government. When he came back he said the land was too small; and he saw him the next winter after take fifty dollars more and start for

Columbus to buy, as he told him, more land. The second time he went claimant went with him, and took fifty dollars in specie to buy land of the Government, as he informed witness at the time. As soon as he (claimant) got back he commenced clearing the land on which he now lives, and moved on it directly. He knows of his own knowledge that his father did not require claimant to remove. He heard him say the place he had bought was a good place for stock and he wanted to live there.

TISHO-CHE-LA-TA, his + mark.

Taken and sworn to at Ben Leflore's this 9th Feb'y, 1838, before—
I. MURRAY.
P. D. VROOM.

No. 109.

Tish-oh-ho-moh states that within six months from 24th of February, 1831, he, as the Choctaw head of a family, signified to Col. Ward, agent of the United States, his intention to remain and become a citizen of the State and take lands under the 14th article of the treaty. Ward, the agent, registered his name, which registration is now not to be found. He then belonged to Capt. Cobb's company and lived on lands now embraced in section 26, township 11, range 6 E., where he had an improvemt, and continued to live thereon for four years, when he was driven off by a white man. He then had one child living with him under ten years of age, named Lah-lis, and one unmarried child over ten, named A-ta-nubbee.

HO-TE-NAH-CHUBBE.
Wit:

JOHN B. FORESTER,
Atty. for Claimant.

No. 109.—Tish-a-ho-ma, a full-blood Choctaw, aged 55 years, being interrogated, says his name is Tish-o-ma; that at the time of the treaty he a wife, Ta-ho-tema, and one child living with him; the child's name was:

1. Laliss, two years old at the date of the treaty; died about this time last winter; was living with him at the time of the treaty.

2. Ho-to-nubbee, a male, died three years after the treaty; was a small child at the treaty at Doak's Stand; he was unmarried and living with him at the time of the treaty of 1830. He lived at the time of the treaty on Shon-a-ta-can la, about one mile from its mouth and about 5 miles from here. Colo. Forrester is his counsel.

Ho-te-na-chubbee, a full-blood Choctaw, a witness for claimant, being admonished of the nature and obligation of an oath, and declaring his belief in a future state of rewards and punishments, was sworn, and deposes as follows: That he is acquainted with the claimant, Tish-o-ma (points him out); knew him at the time of the treaty and before; lived at that time on the oppersite side of Shon-a-ta-can-la Creek, near the Yoc-enockeny, about one mile from the mouth Shon-a-ta-can-la, five miles from here and a half a mile from him. Knew his family well at that time, and saw them often. He then had a wife, named Ta-ho-tema (points her out), and one child living with him. The name of the child is—1. Laliss, a female, living with her father at the treaty, died three years since; does not know her age; she was under ten years of age at

the date of the treaty; he saw her at the treaty; she was then about three feet high. He had no other child living with him at the time of the treaty. At that time he had an improvement, a house and pretty smart field, in which he lived at that time and before, and where he continued to live for two years after the treaty. He then moved near his mother, a little more than half a mile from his old place west. About three years ago he saw a white man by the name of Rowe living on his place; before Rowe came there he saw a white man by the name of Spikes come and take possession of the place, tear down the house and haul it away; this was about one year before he first saw Rowe there; he moved the materials about a quarter of a mile north and built another house, in which he lived as soon as it was ready. He brought a wife and children with him when he first came; he also brought beds and furniture at the same time. On being asked where Spikes' family lived while the house was building, he now says he did not bring his family and furniture until the house was finished; about six sleeps before Tish-o-ma and his family moved he saw Spikes and his family there; he brought his wagon, his family, and furniture with him; he saw them move into the old house (before it was torn down) with their furniture; Tis-ha-ho-ma and his family had then moved about six sleeps before to the neighbourhood of his mother; it was before Tis-ho-ma moved that he saw him and Spikes there together. While Spikes was engaged building the house before spoken of out of the materials of the one he tore down, he lived with his family in an out-house belonging to Tish-oma, about 20 yards off; Tis-ho-ma and his family had then gone away. He saw Spikes and Tis-ho-ma on the place together when Spikes first came to the place. Spikes and his family moved into the out-house as before stated, and in about six days Tish-oma and his family (who continued until then to occupy his house) moved off, when Spikes commenced tearing down the house. Spikes told Tishoma in his presence, when he first came, that he had bought the land and he wanted Tishoma to move off; that he wished to go to work. Tishoma told him it was well, he would do so. Tishoma began to move off directly; it took him six days to move his things; he had a mile and a half to carry them; he had nobody to help him; his family moved off with the first load; Spikes hurried him and told him to make haste; he remained there all the time; he was there backwards and forwards every day. Spikes spoke in English; there was no other white man there than Spikes, and no Choctaw but Tishoma and his wife. He (the witness) understands English; he speaks English as well as understands it. Spiks mixed a little Choctaw with his English. It was a year after he first saw Spikes there that he first saw Rowe come. Rowe lived there two years, when another white man by the name of Coleman came; he has lived there ever since. He (the witness) was at Ben. Leflore's at the time of the payment of the annuity; Tishoma and his family were there. He does not know that he applied to Ward at this place to be registered. He was not at Turnbull's at the council; about ten days after he heard they had been making the list at Turnbull's he and Tishoma went to Turnbull's. Tishoma applied in his presence to Turnbull to put his name on the list; Turnbull refused to do it. In about 4 days after they started together to the agency with a good many more; when they got to the agency he heard Tishoma apply to Colo. Ward to be registered. Ward told him there were too many of them, and refused to register them, but told them when he came to the annuity he would see Greenwood Leflore and see what he said about it. Tishoma and family belonged to Cobb's company at the time of the treaty and before. Is Tish-

oma's brother-in-law; has no interest in his claim; is himself a claimant as head of a family, under the 14th article of the treaty. The land claimed by Tishoma has not to his knowledge been sold by the government. Claimant had a child, by the name of O-ta-nubbee, by another wife; he died about 4 years ago; he was born before the treaty at Doak's Stand; he was living with his father at the time of the treaty of 1830, unmarried.

HO-TENA-CHUBBEE, his x mark.

Taken and sworn to at Leflore's, this 10th Feb'y, 1838, before—
P. D. VROOM.
J. MURRAY.

No. 126.

Tik-bah-pa-lubbee states that within six months from 24th of Feb., 1831, he, as the Choctaw head of a family, signified to Col. Ward, agent of the United States, his intention to remain and become a citizen of the State, and take lands under the 14th article of the treaty. Ward, the agent, registered his name, which registration is now not to be found. He then belonged to Capt. Turnbull's company, and lived on lands now embraced in section 25, township 22, range 3 E., where he had an improvement, and continued to live thereon for four years, when he was driven off by a white man. He then had three unmarried children over ten years of age, named Cun-ne-tan-tubbee, Ho-bah-cha, Sol-lem, and three under ten, named Mah-kin-tubbee, Il-hoh-poh-nubbee, and Harris.

A. A. HALSEY,
Att'y for Clam't.

Moon tubbee.

No. 126.—Tik-ba-pa-lubbee, a full-blood Choctaw, aged 48 years, being interrogated, says his name is Tik-ba-pa-lubbee; that at the time of the treaty he had a wife and six children; his wife's name is Canne-la-ha-ma; the oldest child is named Cunne-tan-tubbee (points him out); he is now 26 years old; he married a year after the treaty for the first time. Anch-atooa, since dead; he lived with him at the time of the treaty. 2. Habacha (points her out); 13 years old at the time of the treaty; has married since, and separated from her husband, who is since dead. She lived with claimant at the time of the treaty. 3. Sol-lem (points him out); he was 10 years old at the time of the treaty; he was born just after corn gathering time, at the commencement of cold weather; has never been married, and lived with him at the date of the treaty. 4. Muk-kin-tubbee (points him out), 7 years old at the time of the treaty, and lived with him at that time. 5. La-pa-nubbee, a male, died the 2d fall after the treaty, was three years old at that date, and lived with him at the time of the treaty. 6. Harriss, a male, born the spring before the treaty, when the corn was 8 inches high. These children all lived with him at the time of the treaty on Puttuck-a-cowa Creek, which runs into the Yello Busha, about 4 miles from the mouth of the creek; Abner Hasley is his counsel.

Moon-tubbee, a full-blood Choctaw, a witness for claimant, being sworn, deposes as follows: That he is acquainted with the claimant Tik-ba-pa-lubbee (points him out); he is a real Choctaw; knows his family; was acquainted with them at the time of the treaty. They lived

on Puttuckacona Creek; it runs into Yallo Busha. They lived about 4 miles from the mouth of the creek, about 6 miles from him. At the time of the treaty claimant had a wife; does not know her name; she is present (points her out). He always calls her such a child's mother. The oldest child's name is Cunne-tan-tubbee, a male, about 20 years old at the time of the treaty; he was then unmarried, but has since married, and is now married; he lived with his father at the time of the treaty. 2d. Ba-cha (points her out); she was about 15 years old at the time of the treaty, and unmarried. Has been married since to a Chickasaw from whom she parted, and he is now dead; she lived with her father at the time of the treaty. 3. Salam, a male, about 10 years old at the time of the treaty; does not know at what season of the year he was born; was living with his father at the time of the treaty. 4. Mukin-tubbee (points him out), about 7 years old at the time of the treaty, lived and with his father at that date. 5. Lapanubbee, male, died 2 or 3 years after the treaty he thinks, and lived with his father at the time of the treaty; was then about 3 years old. 6. Harriss (points him out), small, not a year old at the time of the treaty, and lived with his father. Claimant at the time of the treaty belonged to Anthony Turnbull's company.

MOONTUBBEE, his + mark.

Taken & sworn to at Leflore's this 14th Feby,, 1838, before—

I MURRAY.
P. D. VROOM.

Moon-tubbee, the witness, being recalled, deposes as follows: That at the time of the treaty claimant had an improvement, a house and field of tolerable size for a red man, which he made himself, and of which he was the sole occupant. No person but his own family lived with him. He lived there about two years after the treaty, and settled near witness, about 20 miles from his own place, & he does not know why he moved. Thinks it was because the white people settled so thickly about him; has know knowledge that he was off. He has continued to live near him to the present time.

MOON-TUBBEE, his x mark.

Taken & sworn to at Ben Leflore's this 27th Feby, 1838, before—

I. MURRAY.
P. D. VROOM.
ROGER BARTON.

No. 127.

Yim-ma-chubbee states that within six months from the 24th day of Feb., 1831, he, as the Choctaw head of a family, signified to Col. Ward, agent of the United States his intention to remain and become a citizen of the State, and take lands under the 14th article of the treaty. Ward, the agent registered his name which registration is now, not to be found He then belonged to Capt. Turnbull's company, and lived on lands now embraced in section 20, township 22, range 5 E., where he had an improvement, and continued to live thereon for three years, when he was driven off by a white man. He then had one unmarried child residing with him, over ten years of age, named Tol-lo-oh-ha-mah, and three under ten, named E-shul-le-tubbee, Ah-lubbee, and Pis-toh-ho-koh.

A. A. HALSEY,
Atty for Clt.

No. 127.—Yummachubbee, represented to be crippled and unable to attend, appears by his counsel, A. Halsey.

Moon-tubbee, a full-blood Choctaw, a witness for claimant, being sworn, deposes as follows: That he has known Yummachubbee, the claimant, a long time; he lived half a mile from him at the time of the treaty; he is a brother of witness, and younger than himself. When he came here he left his brother at Chocchuma, who had come that far with him. The reason he did not come was that he had no horse; he had been very badly crippled about 3 years ago and has gone since on crutches. Claimant at the time of the treaty had a wife and four children. He does not know the name of his wife. His eldest child is—

1. Tallia-homa, a female (points her out); thinks she was more than ten years old at the time of the treaty, but of this he is not certain; she was living with her father at the time of the treaty, and has never been married; does not know if she was born at the time of the treaty of Doaks Stand.

2. Em-shulla-tubbee, a boy (points him out); does not know his age; he lived with his father at the time of the treaty.

3. Ah-bubbee, died two years since, about six years old at his death; he was about 3½ feet high at the time of treaty.

4. Stahoka, a girl (points her out), less than a year old, and was quite small at the time of the treaty. These children all lived with their father at the time of the treaty, on Bitupinboyne, a creek running into Yellow Busha, one mile from the mouth of the creek. Yummachubbee belonged at the time of the treaty to Turnbull's company; he was a real Choctaw.

MOON-TUBBEE, his + mark.

Taken & sworn to at Ben Leflore's this 14th Feb'y, 1838, before—
J. MURRAY.
P. D. VROOM.

Moon tubbee, the witness, being recalled, deposes as follows: Claimant, at the time of the treaty, had an improvement, a house and field; the field of his father-in-law, Shoompika, and himself were under the same fence; each cultivated his own part. He continued to live there about two years (left about the same time witness left his place). He then moved down the Yallo Busha, near a white man's house named Foster, who married a sister of Anthony Turnbull's, and has continued there to the present time. He knows no reason for his removal but that the white people settled very thickly about him, and built a town, called Tallehoma, a very short distance from him.

MOON-TUBBEE, his x mark.

Taken & sworn to at Ben Leflore's this 27th Feb'y, 1838, before—
J. MURRAY.
P. D. VROOM.
ROGER BARTON.

No. 128.

Moon-tubbee states that within six months from the 24th of Feb, 1831, he, as the Choctaw head of a family, signified to Col. Ward, agent of the United States, his intention to remain and become a citizen of the State, and take lands under the 14th article of the treaty. Ward, the agent, registered his name, which registration is now not to be found. He

then belonged to Capt. Anthony Turnbull company, and lived on lands now embraced in section 21, township 22, range 5 E., where he had an improvement and continued to live thereon about 3 years, when he was driven off by a white man. He then had living with him three children over ten years of age, named James Patterson, Ho-yo-po-nubbee, and Ho-ta-mah, and four under ten, named Lou i-sa, Vi-sa, Him-man-ne tubbee, and Isaac.

A. A. HALSEY,
Att'y for Cl.

Wit.: Tish o piah.

No. 128.—Moon-tubbee, a full-blood Choctaw, aged 55 years, being interrogated, says that at the time of the treaty he had a wife named Ogle-a-bo-ka, and six children; his wife is present (points her out); his oldest child is—

1. James Patterson, a male (points him out); he is now 22 years old; has been married about three years for the first time; lived with him at the time of the treaty.

2. Hotama, a female (points her out); he thinks she was fully ten years old at the time of the treaty, and has never married; she lived with him at the time of the treaty.

3. By-sa, a female (points her out), about 8 years old at the time of the treaty, and was living with him. These are all the children by Oglia-ho-ka; he had another wife living with him at the time of the treaty, named Molly; she went west the 2d fall after the treaty. At the time of the treaty he had three children living with him by Molly.

4. Ho-go-po-nubbee, went west with his mother; a little older than Hotana.

5. Himmonatubbee, a male, gone west with his mother; was about six years old at the time of the treaty.

6. Isaac, gone west with his mother; he was not one year old at the time of the treaty. These children all lived with him at the time of the treaty on Bitupinbogne, a little more than a mile from its mouth.

Abner Halsey is his counsel.

Tish-o-pia, a full-blood Choctaw, a witness for claimant, being admonished of the nature and obligation of an oath, and declaring his belief in a future state of rewards and punishments, was sworn, and deposes as follows: That he was acquainted with Moon-tubbee at the time of the treaty. He is a real Choctaw; knew his family well at that time. Claimant lived at that time on Bittupenbogne, about one mile from its mouth, and half a mile from him. He had at that time two wives and six children; one of the wife's is present, Oglea-hoka (points her out); her oldest child is: 1st. James Patterson (points him out); 15 years or more of age at the time of the treaty; he then lived with his father and was unmarried; he was, about 3 years since, married to Shallacka. 2d. Hotama (points her out); she was, he thinks, a little upwards of ten years old at the time of the treaty, and lived with her father. 3. Bysa (points her out), he thinks, was about 7 years old at the time of the treaty, and lived with her father. The other wife is named Molly; she has gone west and her children with her, about 2 years after the treaty. The oldest was named—1st. Ho-yo-bo-nubbee, a male; he was over ten at the treaty, older than Hotama, and was then living with his father. 2d. Himmoncia-tubbee, a male, 4 years old at the time of the treaty; he does not recollect particularly; he lived at that time with his father. 3d. Isaac, a male, something less than a year

old at the time of the treaty; lived with his father at that time. These are all the children by the last wife named. Claimant, at the time of the treaty, lived , belonged to Anthony Turnbull's company. Claimant is his younger brother, but he has no interest in his claim. He has heard of other men by the name of Moon tubbee, but has no personal acquaintance with any. He recollects, after thinking, that claimant had another child who went west with the last mentioned wife. It was a male; its name was Moses.*

The witness, on being recalled, and again questioned, says the child's name is Eliza; he says he thought of this name himself; no person told him; the woman who went west is its mother; Eliza went west with her. He now thinks it was a boy. He thought the child was a boy, but James Oxbemy followed him when he went out and told him it was a girl, and gave him the name which he told the commissioners when he came back. He supposed Oxbeny was right, and he did not mean to tell a lie.

TISH-O-PEI-A, his x mark.

Taken & sworn to at Leflore's this 14th Feb'y, 1838, before—
P. D. VROOM.
J. MURRAY.

Tish-o-pia, the witness, being recalled, deposes as follows: That claimant, at the time of the treaty, lived on Bitupenbogue, about two miles from its mouth, and about one mile from him; he had an improvement, a house and good large field. The house was large; no person lived with him but his own family. He lived in this house at the time of the treaty and before, and continued to live there 2 and ½ years after the treaty; he then moved across the Yalla-Busha, and has been camping about ever since without any settled home. He moved out because the white people were settling so thick about them that they were afraid of them. The white people carried on very high, drinking and frolicking, and took some of his stock; so that they could not live in peace, and things were constantley growing worse; they were threatened but not beaten; they threatened to use them up. At that time there was no towns near, but white people had settled very thick; the land was very good.

The witness was at the council at John Perry's. Claimant and his family were there. He saw him apply to Edmund Perry to put his name on the list, and he put it down. The children were counted and put down. Moon-tubbee was not at the annuity at Ben Leflore's.

TISH-O-PI-A, his x mark.

Taken & sworn to at Leflore's this 22d Feb'y, A. D. 1838, before—
P. D. VROOM.
ROGER BARTON.
J. MURRAY.

Fa-po-lubbee, a witness for claimant, a full-blood Choctaw, being admonished of the nature and obligation of an oath, and declaring his belief in a future state of rewards and punishments, was sworn, holding up his right hand, and deposes as follows: That he is acquainted with

* He is sure it was a male. He was asked if there was any child called Louisa. He says there was not. He was sent out for a minute or two, and Moon-tubbee, on being interrogated in his absence, says the child's name was Moses.
(NOTE.—This omission supplied before attestation.—P. D. V.)

the claimant, Moon-tubbee; knew him well at the time of the treaty and three years before; lived at that time within half a mile of him; he then lived on Bittupenbogue, between it and Yalla Busha, about one mile from the mouth of Bittupenbogue. He knew his family well at that time, and saw them frequently. He had then two wifes, named Molly and Ogle-ahoka, both living with him. He never had any other wife to his knowledge. Molly, at the time of the treaty, had two children by Moon tubbee.

1. Aoola, a girl; she had no other name; Moon tubbee made her; she is his own child; she was 12 years old at the time of the treaty, a little over 5 feet high; she then lived with him; was unmarried; she has gone west of the Mississippi, about five years since, with her mother and other people.

2. Moses went west at same time with his mother; he was five years old at the time of the treaty, and then lived with his father, Moon-tubbee; he was made by Moon tubbee, and was his own child.

3. Ho-yo-po-nubbee went west with his mother, about two years old at the treaty, and about 4 feet high. He is Moon tubbee's own child; he made him; lived with his father at the treaty.

These are all the children he knows of by Molly. His children by Ogle-a-hoka are first:

1. Ca-nan-tubbee, a male, about 12 at the time of the treaty; he had another name, James Patterson; he is at camp; he lived with Moon-tubbee at the time of the treaty. He made him.

2. Hotema, a female; at camp; twelve years old at the time of the treaty, and lived then with him. She is Moon tubbee's own child; he made her.

3. Bysa, at camp, about two years old at the time of the treaty, and about 3½ feet high; lived with Moon-tubbee at the time of the treaty; she was his own child; he made her.

4. Qui-na, a male; at camp; he thinks he was born since the treaty.

These are all the children of Moon tubbee by Ogle-ahoka; she has no other children, to his knowledge, by any other man. Molly has no other children than those named; has none by any other man than Moon-tubbee.

FA-PO-LUB BEE, his mark.

Taken & sworn to this 22d February, 1838, at Leflore's before.

No. 129.

Ha-lah states that within six months from 24th of Feb., 1831, he, as the Choctaw head of a family signified to Col. Ward, agent of the United States, his intention to remain and become a citizen of the State, and take lands under 14th article of the treaty. Ward, the agent, registered his name, which registration is now not to be found. He then belonged to Capt. Turnbull's company and lived on lands now embraced in section 16, township 25, range 4 E., where had an improvement and continued for 2 years after the treaty, when he was driven off by a white man; he has remained in the country ever since. He then had one child under ten years of age residing with him, named An-che-ho-nah.

A. A. HALSEY,
Att'y f'r Cl.

Wit: Moon-tubbee.

No. 129.—Ha-lah, a full-blood Choctaw, aged 32 years, being interrogated, says his name is Halah; that at the time of the treaty he had a wife named Sho-hotta [pointing her out] and one child named, 1, Acha-hona, a female, now about 8 years of age, nearly three feet high at the time of the treaty; could nearly run about. He lived at the date of the treaty on Itti-illi-to-ba (dead white wood) a creek running into Talla-hatchie—white people call it Yazoo River—about ten miles from the mouth of the creek. A. Holsey is his counsel; Col. Forrester, adj.

Moon-tubbee, a full-blood Choctaw, a witness for claimant, being sworn, deposes as follows: That he has known Halah and his family from before the treaty to this time; lives about 8 miles from him on Ittilli-toba Creek, about 10 miles from the place where it empties into Talla-hatchie River. He had then a wife, Carho-na-hok-ta, a daughter of Ni-tuck-a-sha [pointing her out] and one child. He had but one wife; the name of the child is, 1, Acha-hona, a female, at home on Yello-Busha; she is, he thinks, now a little more than 10 years old. Was living with her father at the date of the treaty. He saw her at Choc chuma as he came on to this place. The reason that she is not here is that her grandmother is old and infirm and unable to take care of herself, and the child was left to cook for her, &c. Halah belonged, at the time of the treaty, to Anthony Turnbull's company; claimant is a kind of distant son of his, what a white man would call a nephew. He has no interest in the claim. He has know knowledge that the land claimed by Halah has been sold by the government.

MOON TUBBEE, his x mark.

Taken & sworn to at Leflore's this 15th Feby., 1838, before us.

J. MURRAY,
P. D. VROOM.

Moon-tubbee, the witness, being recalled, deposes as follows: Claimant, at the time of the treaty, lived on Ittillitoba Creek; he does not know how far from the mouth, or whether it empties into Yok-snotoffa or Talla-batchia; he had an improvement at the time of the treaty, a house and field, in which he then lived and before, and continued to live there two years after. He then moved and settled in the fork of Yok-anapatoffa and Holuk-alofa, at the mouth of the creeks, and has remained there until last summer was a year. He knows no reason for his removal the first time; no person lived with him but his own family; the whole field belonged to him.

MOON TUBBEE, his x mark.

Taken & sworn to at Leflore's, this 22 Feb'y, 1838, before—

J. MURRAY.
ROGER BARTON.

No. 130.

Ish-nok ki ak-a, dead, by his wife, Io-ta ni-ah, states that within six months from 24th of Feb., 1831, he, as the Choctaw head of a family, signified to Col. Ward, agent of the United States, his intention to remain and become a citizen of the State, and take lands under the 14th article of the treaty. Ward, the agent, registered his name, which registration is now not to be found. He then belonged to Capt. Turnbull's company, and lived on lands now embraced in section 30, township 22, range 5 E., where he had an improvement, and continued to live thereon

for three years, when he was driven off by a white man. He then had residing with him two unmarried children over ten years of age, named Tah-sa-hoh & Ha-kah-toon-ah.

A. A. HALSEY,
Att'y for Clt.

Moon-tubbee.

No. 130.—Ish-ma-kia-ba (dead); his widow, Io-to-na-ha, aged 50 years, says her name is Io-to-na-ha; that at the time of the treaty she had a husband and three children. Her husband's name was Wa-kia-ba; he is dead; died last summer was a year. The names of her children are as follows:

1. Tussa-ha, a male (points him out); 15 years old at the date of the treaty; lived with his father, and then unmarried; has married, since the treaty, Tahona; he has one child.

2. He-ca-to-na, a female (points her out); a little more than 10 years old at the time of the treaty; she was born in the spring of the year, and was ten years old the spring before the treaty; she was at that time living with her father; she married 3 summers ago, but did not stay married.

3. Hon-atona, a female, married before the treaty, and her husband threw her away before the treaty; while they were together they both lived with her (claimant) in the same house; does not know how old she is; Moon-tubbee did not tell her; he told her the ages of the other two; she married again, Mutta, after the treaty, and is now living with him.

These children all lived with claimant on the Yallo Busha (at the time of the treaty), near Tallahoma. Moon-tubbee told her the ages of her children since they camped here; she lives about 3 miles from him. A. Halsey is her counsel; Col. Forrester, actg.

Moon-tubbee, a full-blood Choctaw, a witness for claimant, being sworn, deposes as follows: That he was acquainted with Iota-naba at the date of the treaty; she was then the wife of Isk-wa-kia-ba; he died last summer was a year. Knew Ish-wa-kia-ba before the treaty; at the time of the treaty he lived a mile or more from Tallahoma, on this side of Yello-Busha, and one mile from him; knew his wife and children at that time; his wife's name was Iota-noba; the name of the oldest child is—

1. Honatona, a female [points her out], now present, and upwards of 20 years old; she was married before the treaty to A Haio-chubbee; he does not know how long they lived together. He threw her away before they had any children. A hie-chubbee had two places, one on Patuk-a-cona, the other on the other side of Yallo Busha; he does not know on which one he resided at the time of the treaty. Honatona lived with her mother at the treaty. While Honatona and her husband were together they lived at her mother's; they parted before the treaty; of this he is certain; he think she is a claimant under the 14th article of the treaty. She had a child before the treaty, which is now present; his name is Ben. He knows she is registered as head of a family; the house she occupied at the time of the treaty was about ten feet from her mother's, & not under the same roof; Honatona built it herself after she was married; her husband did not love her or do anything for her, and she did it herself, before the birth of her child, and after she parted from her husband. The house had an angular roof and was built on forks; it was enclosed round the sides with little poles; not stopped or made tight. The house

her mother lived in was very little better, if any; her child was born about a year after she was married: she was far gone with child at the time she parted from her husband; her husband lived with her; he does not know how long; he thinks more than six months. Does not know how long it was after she parted from him that she built this house; it was a year before the treaty probably. She went to live in this house as soon as she built it, and continued to live in it about 2 years, when the white people settled so thick about it that she left it; she left it of her own accord, and was not driven off; a part of the field was considered the daughter's, and a part the mother's; her mother gave her the part she had; the part she occupied she worked herself; she eat in her mother's family, but lived entirely alone in her house until she had children. When she moved she went across the Yallow Busha, since when she has had no settled home. Her mother and all moved together. No person drove them away; but the white people settled so thick about them, and there was so much stock, and they cleared so much land about her up within 100 yards of the house, that they went off to look for a more convenient place, where they could live in more peace. The second child is—

2. Tussaha [points him out] was about 15 years old at the time of the treaty, and was then living with his father unmarried. He married Tahona about 3 years since.

3. Ha-ca-tona, a female [points her out], eleven years old at the time of the treaty, and then lived with her father at that time, & was unmarried then. She has been married since, but her husband did not like her, and they parted.

He is sure he is right about the ages of these children; no person has told him about their ages; they are about the ages of some of his own children, and he ascertained their ages in this manner. He has talked to no person on this subject. He told their mother, since he has been at camp, what ought to be their ages. He told her that she might be able to state their ages correctly. Choctaw women know nothing about the ages of children. Never know more than 3 or 4 years ahead. At the time he told her he knew he was to be a witness in her case. No person told him to talk with her. He knew such questions would be asked her. No person told him such questions would be asked her. He formed that opinion himself. No person told him. He overheard a part of the claimant's examination by the commissioners. He heard her telling of the death of her husband; he heard nothing more. He heard her say nothing of the ages of her children. He only stopped a little while, while she was speaking of the death of her husband. This is the only time he stopped. He was in the passage outside of the door, next the commissioners, when he was called to come in; he thought he would just step in and hear a little to know if they were nearly through. He did not like to come in as it might disturb the commissioners by the noise it would make in walking. He did not know that witnesses were not admitted when the commissioners were examining the parties; but thought it was their business to stand close by the room to be ready. He had just stepped into the passage when he was called to come into the commissioners. He only heard himself called once. Claimant belonged, at the time of the treaty, to Turnbull's company. His family, also, is distantly related to Istonaba; has no interest in the claim.

MOON TUBBEE, his x mark.

Taken & sworn to at Ben Leflore's this 15th Feb'y, 1838, before—

J. MURRAY.

P. D. VROOM.

No. 136.

Toosh-pah tubbee states that within six months from 24th of Feb., 1831, he, as the Choctaw head of a family, signified to Col. Ward, agent of the United States, his intention to remain and become a citizen of the State and take lands under the 14th article of the treaty. Ward, the agent, registered his name, which registration is now not to be found. He then belonged to Capt. Anthony Turnbull's company, and lived on lands now embraced in section 34, township 23, range 4 E, where he had an improvement, and continued to live thereon about three years, when he was driven off by a white man. He then had residing with him no child.

A. A. HOLSEY,
Att'y for Claimant.

Wit.: Moon-tubbee.

No. 136.—Toospa-tubbee, a full-blood Choctaw, aged 35 years, being interrogated, says his name is Tooshpa-tubbee (make haste and kill him). That at the time of the treaty he had a wife and no children; her name is Muck-anatona [points her out]. A. Halsey is his counsel; Forrester acting.

Moon-tubbee, a full-blood Choctaw, a witness for the claimant, being sworn, deposes as follows: That he knows Toosh pa tubbee [points him out]; has known him for a long time; knew him at the time of the treaty; knows the woman present as the wife of claimant, but does not know her name; has known them before the treaty; they then lived on Bittup-in-bogue, near him, a little more than a mile from the mouth of the creek. At the time of the treaty claimant had no family but his wife; his mother and some of his brothers lived with him at that time in the same house, but have gone west. Claimant built the house; his brothers were younger than himself; he had sisters also; his mother and all went west at the second emigration by the United States; they all then lived together, before claimant built the house, in a house near the one built by claimant, which was erected about one year before the treaty. He had a field which he made; his brothers and all worked it; they all lived in the same house; his mother's name was Atoka; they moved to this place from the head of the same creek, Bittupinbogue; does not know the name of claimant's father; never saw him; he died before they moved. Claimant was married after his removal; he thinks immediately after. None of the family were married at the time of the removal. Claimant had but one full sister. The brothers were half brothers; they helped him to make the field; they all used it in common; they did not help to build the house; they were not able to assist him.

MOON-TUBBEE, his x mark.

Taken & sworn to at Leflore's this 16th Feb'y, 1838, before—
P. D. VROOM.
J. MURRAY.

Moon-tubbee, being recalled, deposes as follows: Claimant continued to live at the place described in the former part of his deposition two years after the treaty; he then moved across the Yallo Busha, and went from place to place, and had no settled home. He knows no reason for his removal, but that white people settled so thickly around him that he supposes he was afraid of them. He could not understand their lan-

guage. Has no knowledge if the land claimed by him has been sold by the government. Claimant and family, at the time of the treaty, belonged to Turnbull's company; is not related to claimant, and has no interest in his claim. Claimant was not, as far as he recollects, at John Perry's at the council. His mother, Atoka, was there; Atoka informed Edmond Perry, in his hearing, that claimant did not wish to go west, and that she wished his name put on the list. Does not know that she was authorized by claimant to have his name put down. Did not hear her tell Perry that she was so authorized.

MOONTUBBEE, his x mark.

Taken & sworn to at Leflore's this 27th Feb'y, 1838, before—

P. D. VROOM.
ROGER BARTON.
J. MURRAY.

No. 139.

Shoom-pi-kah, an old and infirm woman, too much so to attend before the commission, states that within six months from the 24th of Feb., 1831, she, as the Choctaw head of a family, signified to Col. Ward, agent of the United States, her intention to remain and become a citizen of the State and take lands under the 14th article of the treaty. Ward, the agent, registered her name, which registration is now not to be found. She then belonged to Capt. Turnbull's company, and lived on lands now embraced in section 20, township 22, range 5 E., where she had an improvement, and continued to live thereon about three years, when she was driven off by a white man; she then had one unmarried child living with her, over ten years of age, named Ah-pah-po-tubbee.

A. A. HALSEY,
Atty fr cl.

Moon-tubbee.

No. 139.—Shoom pi ka (represented in the statement to be old and infirm and unable to attend). A. Halsey, counsel; Forrester, acting.

Moon-tubbee, a full-blood Choctaw, a witness for claimant, being sworn, deposes as follows: That he is acquainted with a woman by the name of Shoompika; she is remarkably old, not able to walk, and that is the reason she did not come here. Her name is Shoompika; saw her just before he started to come here; knew her at the time of the treaty and before; she was married a great while ago; her husband has been dead a long time. She lived at the time of the treaty on Bitupinbogue, not far from the Yallo Busha, and near Tallahoma, about ½ mile from him; she is a real Choctaw; she had one child only, unmarried at the time of the treaty; his name is—

1. Afapo-lubbee [points him out]; he does not know how old he is; he is getting along smartly in years; he was more than 10 years old at the time of the treaty, and was then unmarried. He married, he thinks, about 4 years ago; does not know his wife's name, nor the name of her father. He is acquainted with his wife; has seen her; they are now parted. Afapo-lubbee lived with his mother at the time of the treaty. His wife did not live with him at his mother's when they were together.

Claimant at the time of the treaty belonged to Anthony Turnbull's

company. Witness is not related to her, nor has he any interest in her claim.

MOON-TUBBEE, his x mark.

Taken & sworn to at Leflore's this 16th Feby, 1838, before—

P. D. VROOM.
J. MURRAY.

Moon-tubbee, the witness, being recalled, deposes as follows: That claimant had at the time of the treaty an improvement—a house and field in which she lived at that time, and where she continued to live for two years after. She then moved down the Yallo Busha, across near the Mississippi swamps. The reason of her removal was that the whites settled so thickly about her she became afraid of them. He has no knowledge that she was driven off. The land claimed by her has not been sold by the government, to his knowledge.

MOON-TUBBEE, his x mark.

Taken & sworn to at Leflore's this 21st Feby, 1838, before—

P. D. VROOM.
ROGER BARTON.
J. MURRAY.

No. 143.

Tish-o-pi-ah states that within six months from the 24th of Feb., 1831, he, as the Choctaw head of a family, signified to Col. Ward, agent of the United States, his intention to remain and become a citizen of the State, and take lands under the 14th article of the treaty. Ward, the agent, registered his name, which registration is now not to be found. He then belonged to Capt. Anthony Turnbull's company and lived on lands now embraced in section 17, township 22, range 5 E, where he had an improvement, and continued to live thereon for about three years, when he was driven off by a white man. He then had residing with him five unmarried children, over ten years of age, named Me-oh sham bee, Min-ta ho-koh, Tik be ah tubbee, Edmund, Im-math la-tubbee, and seven under ten named Ish-tin-ho-me-yah, Pha lum-ma-to-nah, Si-nah, Pis sah muk-in-tubbee, Ho-fah cubbee, Hon-tah-shubbee, Oon-tish e-tubbee.

A. A. HALSEY,
Atty for Cl.

Wit: Moon tubbee.

No. 143.—Tishopia, a full-blood Choctaw, aged 55 years, being interrogated says his name is Tish-opia; that at the time of the treaty he had two wives; the old wife is called Yohotona, and his present one Nogoa, and twelve children. Nogoa is at Yallo Busha, very sick and unable to come; Yohotona is gone west. The children of Yohotona are first:

1. Ma-a-cham-ba, a male, gone west; he supposes he was about 15 years, or a little more, at the time of the treaty; he went west, about 3 years after the treaty, with his mother; they did not throw each other away; his wife only went away. Ma-achamba was not married before he went away.

2. Min-ta-ho-ka, a female, went west at the same time; she was about 12 years old at the time of the treaty; was unmarried when she went west.

3. Sinah, a female, went west at the same time; about 7 or 8 years old at the time of the treaty.

4. Pis-a-mak-ain-tubbee, a male, went west at the same time; he was about 4 years old at the time of the treaty.

5. Ho-pa-cubbee. } Twins; went west at same time; about one
6. Can-one-ta-shubbee. } year old at the time of the treaty.

These are all the children by Yohotona, and all lived with him at the time of the treaty.

The children by Nogoa are first:

7. Edmond, [points him out], about 15 years old at the time of the treaty; was then unmarried; he married about three years since.

8. Ma-tha tubbee, a male [points him out], between 10 and 12 at the time of the treaty; he married this summer.

9. Oont-ish-e-tubbee, present [points him out], about one year old at the time of the treaty.

These are all the children by Nogoa, and have always lived with him. He had another wife named Am-ish-e hona, by whom he had the following children:

10. Tik-be-a-tubbee, a male, gone west; he went when the white people began to settle very thick about them, about the same time with the others; he is about the age of Edmond (No. 7).

11. Isht-e-ho-miya went west with the others; she was under 10 years at the date of the treaty.

12. Fae-a-min-tona, a female, went west with the rest; about six years old at the treaty.

These are all the children, by Am-ishe-hona, who died before the treaty; the children were all living with him at the treaty. At that time he lived on the fork of Bittupinbogue and Yallo-Busha. His wives all lived with him at the treaty in separate houses, except Am-ish-e-hona, who was then dead.

A. Halsey is his counsel; Colo. Forester, acting.

Moon tubbee, a full-blood Choctaw, a witness for claimant, being sworn, deposes as follows: That he knew Tesh-opia, the claimant [points him out], at the time of the treaty; was well acquainted with his family at that time. He then lived within one mile of the place now called Talle-homa, close by Bittupinbogue, something less than a mile from him. He is a full-blood Choctaw. At the time of the treaty he had two wives; the oldest was Yohotona; he had then living with him, by her, six children; the name of the oldest is—

1. Ma-a-sham-ba, a male, gone west, he thinks, about 2 years after the treaty, with his mother and uncles; he was about 15 years old at the date of the treaty.

2. Min-ta-hoka, a female, went west at same time; she was about 12 years old at the treaty.

3. Sinah, a female, went west at same time; she was about 8 or 9 years old at the treaty.

4. Pis-a-mok-ain-tubbee went west at same time; about 3 or 4 years old at the treaty.

5. Ho-pa-cubbee. } Twins went west at same time; does not
6. Ca-moon-ta-shubbee. } recollect parrticularly about their ages; about one year old.

These are all the children by Yohotona, and all lived with the claimant at the treaty. He has another wife, No-goa, now living with him; she is at Yallo Busha, sick; her children are as follows:

1. Edmond [points him out], about 15 years old at the treaty, and unmarried; he married about 3 or 4 years since.

2. Math-la-tubbee [points him out], about 12 years old at the treaty; he married last summer.

3. One-tish-a-tubbee [points him out]; does not know his age; he was very small at the treaty.

These are all the children by Nogoa, and all lived with Tisho-pia at the treaty.

Tishopia had another wife (who died before the treaty), named Am-ish-e-hona, by whom he had the following children:

1. Tic-ly-a-tubbee, a male, gone west, with the others; thinks he was 12 or 13 years old at the treaty; was unmarried when he went away.

2. Isht-e-ho-mya, a female, gone west at same time; he thinks she was about 8 years old at the treaty.

3. Fol-amin-tona, a female, gone west at the same time; 3 years old at the time of the treaty.

These are all the children by Am-ish-e-hona, and all lived with her at the treaty. The three wives lived in different houses, in sight, about half a mile to a quarter from each other. Tishopia lived among them, staying one night with one, the next with another; he belonged at the time of the treaty to Turnbull's company. Tishopia is his elder brother. He has no interest in his claim.

MOON-TUBBEE, his x mark.

Taken & sworn to at Leflore's this 17th Feb'y, 1838, before—

P. D. VROOM.
J. MURRAY.

FEB'Y 21.—Moon tubbee, the witness, being recalled, deposes as follows: That Tishopia continued to live at the place he has described in the former part of this deposition for two years after the treaty; he then moved across the Yallo Busha, towards Bittupinbogue; the reason why he moved was because the white people made a town there called Tallehoma. He was not driven off, but went of his own accord; they built all around him, but put no house in his field before he moved. No lots were laid off in his field to his knowledge; he had a house and field in which he lived at the time of the treaty, and in which he lived until he moved as above stated. Tishopia was at the council at John Perry's. He saw claimant and all his family there. He heard him apply to Edmond Perry to put his name on the list. He saw him write immediately after. His children were counted and put down.

MOON-TUBBEE, his x mark.

Taken & sworn to at Leflore's this 21st February, 1838, before—

P. D. VROOM.
ROGER BARTON.
J. MURRAY.

No. 144.—Charles Vaughn, gone west; his wife, Lonahoyo appears; about 35 years of age; she states that at the treaty she had a husband, Charles Vaughn; after the treaty he took another wife and went west; she was living with him at the time of the treaty, and afterwards threw each other away; she had no children at the treaty; lived then on Yallo Busha; her nearest neighbor was Socco-tubbee; there was no town near her. Joshua T. Brown is her counsel.

Moon-tubbee, a full-blood Choctaw, a witness for claimant, being sworn, desposes as follows: That he is acquainted with Lonahoyo [points her out]; she is his sister; she was married to Charles Vaughn at the

time of the treaty, and they were living together on the Yallo Busha, 5 miles from him; they had no children living with them; never had a child by him. Charles Vaughn has gone west; went at the second emigration; his wife and he parted about one year after the treaty; Vaughn has never returned. Lonahoyo left the place she lived at, at the time of the treaty, about one year after the treaty, and went to live right close to him. She married again, about 4 years since, to Cunna-tan-tubbee; they now live together; he is at camp here, and does not claim as head of a family; his father, Ticba-pa-lubbee, is a claimant. He has no interest in the claim. Charles Vaughn and wife belonged, at the treaty, to Turnbull's company.

MOON-TUBBEE, his x mark.

Taken and sworn to at Leflore's this 17th day of Feb'y, 1838, before—
P. D. VROOM.
J. MURRAY.

FEB'Y 21.—Moon-tubbee, the witness, being recalled, deposes as follows: That the reason why Lonohoyo moved was that her husband took another wife and carried her home, and she did not like to put up with it.

MOON TUBBEE, his x mark.

Taken and sworn to at Leflore's this 21 Feb'y, 1838, before—
P. D. VROOM.
ROGER BARTON.

No. 146.

Chuf fa-tubbee states that within six mons from 24th of Feb. 1831, he, as the Choctaw head of a family, signified to Col. Ward, agent of the United States, his intention to remain and become a citizen of the State, and take lands under the 14th article of the treaty. Ward, the agent, registered his name, which registration is now not to be found. He then belonged to Capt. Turnbull's company, and lived on lands now embraced in section 12, township 22, range 6 E., where he had an improvment, and continued to live thereon for about three years, when he was driven off by a white man. He then had residing with him three children under ten years of age, named Pis-sah-ham bee, Loh-hah-mah, and Me-hin-tubbee.

JOSHUA T. BROWN,
Atturney for Clament.

Mon tubbey, witness.

No. 146.—Chuffa-tubbee, a full-blood Choctaw, aged 40 years, being interrogated, says his name is Chuffa tubbee, and that at the time of the treaty he had a wife, Tanatona, and three children. His wife is sick at Joseph Perry's and unable to come here; his oldest child is—.

1. Pisa-ham ba, a male, died about 2 years since; about 12 years old at the date of the treaty, and then living with him.

2. La-pi-ma, a female, died about 3 years since; about 10 years old at at the date of the treaty; she was born about the middle of summer; corn was getting a little hard.

3. Mah-in-tubbee, a male; he is at home with his sick mother; 8 years

old at the date of the treaty; his children all lived with him at the date of the treaty, on Yallo-Busha, near a place called Ok-tok-ta lio (a prarie.)

Joshua T. Brown is his counsil.

Moon-tubbee, a full-blood Choctaw, a witness for claimant, being sworn, deposes as follows: That he is acquainted with Chuffa-tubbee, the claimant; knew him before and at the treaty; he was then married; his wife's name is Tanotona; she is sick and could not come here. He saw her some time in the fall and not since; he heard she was quite sick and unable to travel; does not know it of his own knowledge; at the time of the treaty claimant had 3 children; he knew them well; the oldest is named—.

1. Pis-amba, a boy; he died last winter was a year; he was about 11 years old at the time of the treaty.

2. La-pi-ma, a female; she died he thinks, about 4 years ago; about 8 years old at the time of the treaty.

3. Mahintubbee, a male; he staid at home with his mother; he saw him this fall when he saw his mother; does not know how old he was at the time of the treaty; perhaps one year. These children all lived with Chuffatubbee, at the time of the treaty, on Yallo Busha, about 9 miles above him, close by a prarie; does not know its name; claimant is his uncle's son; has no interest in his claim.

Chuffa-tubbee and family, at the time of the treaty, to Anthony Turnbull's company. Chuffatubbee was not at the council at Perry's; his father, Cenowatchie, was there and had his name put on the list as a head of a family; he does not know that it was done by claimant's request. He is sure he heard claimant's name given in at the council by his father, and the number of his children; Edward Perry put them down.

MOON-TUBBEE, his x mark.

Taken and sworn to at B. Leflore's this 17th day of Feby., A. D. 1838, before—

P. D. VROOM.
J. MURRAY.

Moon-tubbee, the witness, being recalled deposes as follows: Claimant, at the time of the treaty, lived on this side the Yello-busha; there is a praire near called Oketok-tallia; he had an improvement at that time, a house and field; the field was had in partnership with his father; it was under one enclosure; they had separate patches. Nouatchie, his father, made the field; it was made by himself & sons; it was Nowatchie's field. He cultivated his part by his father's permission. He had a corn crib of his own, in which he put his corn, and used it for his own family; he lived in a separate house from his father, about one hundred yards off. Chuffa tubbee built it himself; his family lived alone, and not in their own house; he lived there two or three years after the treaty; he then moved across the Yallo-busha, about nine miles, and settled near him. He does not know why he moved. He supposes it was because the white people were settling too thickly about him. Does not know that he was driven off; does not know who has occupied it since. The land claimed by Chuffatubbee has never to his knowledge been sold by the government.

MOON-TUBBEE, his x mark.

Taken and sworn to at B. Leflore's this 21st day of Feb'y, 1838, before

ROGER BARTON.
J. MURRAY.

No. 147.

Yeotah, of Yellabusha, states on the *the* 27 of Sept., 1830, he was the hed of a Choctaw familey; resided on the waters of Yeabusha River, in the Choctaw cuntrey, in Missippi; that within six months after the ratification of the treaty he made none his intention to the agent, Col. Ward, *his intention* to take land under the 14 artcel of the treaty, and his name did not appearing on the register of clames under said articel of the treaty; he then belonged to Capt. Turnbull's compney, and lived on lands none in the survays of the Choctaws as section 7, town 22, range 7 east, where he had a hous and feald, and continued to live there until he was told the land was sold by the government; he had living with him at the time of the treaty four children over ten, Tah cubbey, Ah him ah, Alan tubbe, Im muth parah hanah.

Chuffatubbe.

JOSHUA T. BROWN,
Atturney for Clament.

No. 147.—Yeotoh, a full-blood Choctaw, aged 50 years, being interrogated, says his name is Yotah. At the time of the treaty he had 4 children (his wife had run away from him); the children were living with him at the time of the treaty; the oldest is named—

1. Ta-cubbee, a male, gone west 5 years since with his mother and uncles; he is now twenty-six years old; was unmarried at that time; was not married when he went west.

2. A-hema, a female, gone west at same time; now 23 years old; never married.

3. E lan-tubbee, a male, gone west at same time; now 21 years old; was never married.

4. E math-pa-sa-hona, a female, went west at the same time; now 19 years old, and was never married.

These are all, and lived with him at the time of the treaty on Ebukputia, a creek emptying into Yallo-Busha, about 2 miles from the mouth of the creek. His wife ran away from him before she went west; did not take her children before she went west. Joshua T. Brown is his counsel.

Chuffa-tubbee, a witness for claimant, being admonished of the nature and obligation of an oath, and appearing to have no knowledge of a future state, or any accountability in another world, was rejected as a witness.

Robert Cole, a ½-blood Choctaw, a witness for claimant, being sworn, deposes as follows: That he is acquainted with the claimant, Yotoh; has known him since he was a small child; lived six miles from him at the time of the treaty. He had at that time some children: his wife had run away from him; was not very well acquainted with the children of claimant. He knew 4 of his children; the eldest was named—

1. Ha-cubbee, a male, went west with his mother at the second emigration of the government; he is now 25 or 26 years of age; was unmarried and living with his father, and continued to live with him until he went west.

2. Ay-ahona, a female; she is now about 24 years old; has gone west, at same time with her brother; never married, and lived with her father at the time of the treaty.

3. E lan-tubbee, a male, now 20 years old; went west at the same time; she was unmarried, and lived with her father at the time of the treaty.

4. E muth-pa-sa-hona, a female, gone west at the same time; 14 or 15 years old now; and was unmarried, and lived with her father at the time of the treaty.

Yotah lived on a creek called E buk-putta, emptying into Yallo Busha, about 2 miles from the mouth of the creek. Yotah is a real Choctaw; he belonged to a town called Oke-suk-tallia (Staving Hickory.) His wife married another man and went west with him after the treaty; does not know her name; the name of her husband is Yummach-ubbee; he has never returned, nor has his wife. Yotah at the time of the treaty belonged to Took-a-lam-lubbee's company. He (witness) is distantly related to the claimant; calls him his son, after a custom of the Choctaws, but has no interest in his claim. Yotoh was at the council at Nelson's (living at Nelson's at that time). His name was put on the list by Nelson; he saw him go up to Nelson and have his name put down; he saw Nelson write it down; his children were not present, but their numbers were counted and put down. At the time of the treaty Yotoh was living at home at his own house. At the time of the council he lived at Nelson's, minding hogs for a son of Nelson's; his family were then living at home. He remained about a month at Nelson's, and then returned home. He continued to live at his own house after his children went away, until the people who were left here began to desert their places, when he also went away, about two years after the treaty, towards the head of Loosa-schoona, where he has remained until last fall. He left his place of his own accord; was not driven off; his neighbors, the Choctaws, having left him.

ROBERT COLE, his x mark.

Taken & sworn to at Ben Leflore's this 16th Feb'y, 1838, before
P. D. VROOM.
J. MURRAY.

No. 149.

Ish mambah, now of Yellobusha County, states on the 27 of Sept.' 1830, he was the hed of a Choctaw familey, resided the waters Big Black, in the Choctaw cuntrey, in Missippi; that within six months after the ratification of the treaty he made none his intention to Col. Ward, his intention to remane and take land under the 14th articel of treaty; and that his name did not appear on the register of clames under said articel of the treaty; he then belonged to Capt. Turnbul's company, and lived on lands none as section 29, town 19, range 7 east, where he had a hous and feald, and he continued to live until he was told the land was sold by the goverment; he had living with him of the treaty seven childrin, Parah a chubbee, E man ta hocah, In ta la honah, I mah ho tonah, Shelah hocah, Oak lowonah, Iemah.

J. T. BROWN,
Atturney for Clament.

No. 149.—Ish-mam-ba, a full-blood Choctaw, aged 45 years, being interrogated, says his name is Ish-ma-ham-ba; at the time of the treaty he had a wife, Anola-bogo, and six children and his old mother living with him; his eldest child is named—

1. Pau-she-chubbee, a male, now at home, near Tuscahoma, on the Yallo Busha; he is now 25 years of age; was unmarried at the time of the treaty. He married about 4 years ago; he lived with him at the time of the treaty.

2. Yeminta-boka, a female; she went west about one year after the treaty with the family of Teokhoma (Red Pine); she is now 23 years old; unmarried at the time of the treaty, but has since been married.

3. In-tone-la-hona, a female (at camp here); she is now 21 years old; has been married about 3 years; was single at the time of the treaty, and living with her father.

4. Ama-hotana, a female; has been here a camp, but is now gone over Pearl River with some of her relations; she is now 19 years old; she was married to Pan-she-michie, but she has gone away to get rid of him; she was unmarried at the time of the treaty.

5. Shalliohoka, a female; has gone to camp after her sister; now 15; was never married.

6. Oglea-hona, a female (points her out); now 13 years old.

7. Ie-ma, a female (points her out); now 11 years old.

These children all lived with him at the time of the treaty on Bahatallia (Mulberry Patch), a branch of Big Black, about 5 miles from the mouth of the Branch. Joshua T. Brown is his counsel.

Coleman Cole, a ¾-blood Choctaw, a witness for claimant, being sworn, deposes as follows: That he knows the claimant, Ish-ma-am-ba; has known him for 25 years; is acquainted with his wife and family, and was at the time of the treaty; lived ten or eleven miles from them; they lived on a branch of Big Black, called Mulberry Creek, about 5 or 6 miles from its mouth; he had a wife and 6 or 7 children living with him; they were all unmarried. The oldest child is named—

1. Pan-sha-chubbee, a male; does not know where he is now; the last time he saw him he had a family, and was living on Yallo-Busha; has been married a year or two; is now 26 or 27 years old.

2. Yemin-taboka, a female; saw her about 2 years after the treaty, staying or camping about a mile from his house; he does not know where she is; she is 24 or 25 years old.

3. Intolahona, a female; saw her here within a few days; does not know where she is; she is 21 or 22 years old.

4. A female; cannot recollect her name; has seen her within a few days; she is about 19 years old.

5. A female; cannot recollect her name; has seen her within a few days; she is about 16 years old.

6. A female; cannot recollect her name; she is present (points her out), and knows her to be the child of claimant; now 11 or 12 years old; recollects the three last since they were born.

7. A female; cannot recollect her name; he knows her to be the child of claimant (points her out); thinks she was born a few days before the treaty. He was at claimant's co'n hunting when she was born, in the summer of 1830. He (claimant) and himself are not related; has no interest in the claim. He does not know to what company he belonged.

COLEMAN COLE.

Taken & sworn to at Leflore's this 17th Feb'y, 1838, before

P. D. VROOM.
J. MURRAY.

Moon-tubbee, a full-blood Choctaw, a witness for the claimant, being sworn, deposes as follows: That he is not very well acquainted with claimant; has lately become acquainted with him (points him out); has never lived a neighbor to him; became acquainted with him since the treaty, on Yallow Busha, at Oka-chukama Town. He has no knowledge of his ever having been registered for the 5 years' stay. His father

was named Nowatchie; he knows claimant was married at the time of the treaty; he saw his wife at that time, Anwatchie; was at the council at Perry's; claimant was not there. No person to his knowledge gave in claimant's name at that place to be put on the list. Anowatchie gave in the names of all of his children, married as well as unmarried. He had at that time no acquaintance with claimant; he thinks his father gave his name, but he does not recollect hearing it; the people at the council all gave in the names of their married as well as unmarried children. He does not know where claimant lived at that time of the treaty. He was not living with his father or he would have known it.

MOON-TUBBEE, his x mark.

Taken & sworn to at Leflore's this 19 Feb'y, 1838, before—

P. D. VROOM.
J. MURRAY.

Coleman Cole, the witness, being recalled, deposes that the oldest of the children present is a daughter of Ismamba, named—

1. Intolahona, represented in a former part of this deposition as being at camp; the second is also a child of claimant's, and is the one described in the former part of this deposition.

2. Shallahoka, a female (points her out); she lived with her father at the time of the treaty.

COLEMAN COLE.

Taken and sworn to at the house of B. Leflore this 19 February, 1838, before—

P. D. VROOM.
J. MURRAY.

Coleman Cole, the witness, being recalled, deposes that at the date of the treaty Ismamba had a house and a field of five or six acres in which he then lived, and continued to live one or two years after; he removed then to within a mile of his house and encamped; he has been camping about since without any settled home. He does not know if his land has been sold by the government. He does not know that any white man has possession of the place. He has never been there since claimant removed.

COLEMAN COLE.

Taken and sworn to at Leflore's this 20 February, A. D. 1838, before—

P. D. VROOM.
J. MURRAY.

[Note: This case belongs in abstract "G."—J. I. C.]

No. 150.

Ah-yo-pun-ne ho-yo states that within six months from 24th of Feb., 1831, she, as a Choctaw head of a famely, signified to Col. Ward, agent of the United States, her intention to remain and become a citizen of the State, and take lands under the 14th article of the treaty. Ward, the agent, registered her name, whose registration is now not to be found. She then belonged to Capt. Lewis Perry's company, and lived on lands now embraced in section 22, township 22, range 8 E., where she had an improvement, and continued to live thereon for 2 years, when she ap-

plied to Col. Martin to have her lands reserved under the 14th article of the treaty, when she learned her name had not been reported to Col. Martin, as one who had applied under said 14th article, and that she could not get lands; she, in dispair, with a part of her family, emigrated west. She then had residing with her three unmarried children, over ten years of age, named Sho-ma-loh-ka, Took-lubbee, & Ib bah e lubbe, and two under ten, named Nancy and Im-mi-yash-tubbee.

Coleman Cole, wit.

JOHN B. FORESTER,
Atty. for Claments.

No. 150. Ay-yo-punne hoyo, gone west after the first land sales at Chocchuma. Col. Forrester, counsel.

Coleman Cole, a witness for claimant, being sworn, deposes as follows: That he was acquainted with the claimant, Ay-yo-punne-hoyo, at the time of the treaty; she was then a widow. Her first husband was named Oshehoma (Red Bird); that was his war name, Atokolia was his proper name; he died before the treaty. She married again before the treaty Nan-tubbee; he died before the treaty. At the time of the treaty she had five children with her. The eldest is—

1. Shimmolaka, a female, now about 28 years (points her out); she was living with her mother at the date of the treaty, unmarried; she married since, about one year after the treaty, Peter Cole.

2. Took-a-lubbee, a male, points him out, now 25 or 26 years old; was unmarried at the time of the treaty; was married since, but his wife died. He lived with his mother at the time of the treaty.

3. Ehaia tubbee, a male, gone west with his mother; about 20 years old at this time; he lived with his mother at the time of the treaty.

4. Nancy, gone west with her mother; now about 15 or 16 years old, and lived with her mother at the time of the treaty.

5. Ema-yash-tubbee, gone west with his mother; 10 or 11 years old; lived with his mother at the time of the treaty. She lived at the time of the treaty on Sabogla-hatchie, about 4 or 5 miles from the mouth; she lived there until a little while after the first land sale at Chocchuma; from thence she went west of the Mississippi, and took the children along with her; she has never returned, or any of her children. Claimant was not at the council at Nelson's. She authorized witness before he went to have her name put down on the list, and he had it done; the number also of her children was put down; she belonged at the treaty to Lewis Perry's company. He (witness) married a sister of the claimant, but has no interest in her claim.

COLEMAN COLE.

Taken & sworn to at Leflore's, this 19 February, 1838, before us.

P. D. VROOM.
J. MURRAY.

Coleman Cole, the witness, being recalled, deposes as follows: Just before the land sales at Choc-chuma he went to Col. Martin at that place to examine whether his name and that of claimants had been returned to him as locating agent. Claimant authorized him to do so. He was informed by Col. Martin that no land could be reserved from sale either for himself or claimant; neither of their names being found on the return. On reporting this to claimant, she said it was not worth while for her to

stay, and she removed west in about one month, being detained by having some things to sell for that time.

COLEMAN COLE.

Taken & sworn to the 20 Feby., A. D. 1838, at Leflore's before us.

P. D. VROOM.
J. MURRAY.

No. 151.

Cunah hocah, now of Yellowbush County, states that at the time of the treaty, on the 27 of Sept., 1830, she was the hed of a Choctaw familey, resided near a place now called Greansburow, the county seat of Choctaw County, State of Missippi; that within six months after the treaty, she made none her intention to Col. Ward, the agent for the Choctaw peopel, her intention to remane and becom a citison of the State, and take land under the 14 articl of the treaty, and her name did not appear on the list of claments, as she expected under said articel of the treaty; she then belonged to Capten Turnbul's company, and lived on lands now inclosed by sec. 10, town 22, range 9 east, wher she had a hous and feald; she had four children over ten, Shomar, Shamyah, Arnolaho you, Silvey.

JOSHUA T. BROWN.
Atturney for Clament.

Robert Cole, witness.

No. 151. Cunna-ho-ka, a female, a full-blood Choctaw, aged 62 years, says her name is Cunne ho-ka. At the time of the treaty, she had no husband; he died a great while before the treaty; she had at the treaty four children; her oldest child living with her was named—

1. Sha-ma, a female (points her out); does not know her age; (know nothing of the treaty of Dancing Rabbit Creek;) is married to Yotoh, and has two children.

2. She-miah, a female, gone west last fall; she was married before she went.

3. Ano-lohoya (points her out); she is married to Pisa to-cubbee.

4. Sy loa, a female (now unmarried); she lived on a creek (at the time of the treaty) called Calla-bitta, running into Big Black, about two miles from the mouth of the creek.

Joshua T. Brown is her counsil.

Robert Cole, a ½-blood Choctaw, a witness for claimant, being sworn, deposes as follows: That he is acquainted with the claimant. Cunne-ahoka; has known her a great while; she lived at the time of the treaty on Colle bitta, a creek emptying into Big Black, about 4 or 5 miles from the mouth of the creek. Knew Lota-homa, her husband; he has been dead a great many years before the treaty; claimant at the time of the treaty had 4 children living with her; oldest is named—

1. Sha-ma, (points her out), now 28 or 29 years old; was unmarried at the time of the treaty; has been married 5 or 6 years to Yotoh; was never married before the treaty, and then lived with her mother; has lived with Yotah since her marriage.

2. Sho-ho-miah, gone west last fall; he thinks she married a Chickasaw before she went west; lived with her mother at the time of the treaty, unmarried; she is now 24 years old.

3. Anolahoya, a female (points her out), now 20 years old; she married 3 or 4 years ago Pisato-cubbee; was living with her mother, and unmarried, at the time of the treaty.

4. Lyha, (points her out), now 18 years old, unmarried, and living with her mother at the time at the treaty. At the treaty he lived about 24 miles from claimant. They were all one clan, but were not related; he saw them tolerably often; they lived on a road he frequently travelled; he was in the habbit of stopping at the house. There were two clans in the Choctaw nation; the clan Hatokin-holitta was the clan he belonged to; Cusha-po-gle-a is the name of the other. These clans were not devided by boundaries, but were mixed up; a person of one clan could not marry into his own clan; these clans have subsisted from the earliest history of the nation; they have not distinct laws; it is the custom of one clan to always attend to the interment of one of the other clan; the children, male & female, belong to the clan of the mother. The clan of every person is distinctly known, and he can be always ascertained by inquiry. When people come from a remote part of the nation, it is customary to enquire what clan they belong to, and they, if of the same clan, will claim brothers with them. If a man should marry a woman of his own clan, he would be treated with contempt for marrying his own connexion. They make no distinction in appointing their captains or officers; they are selected always from the most suitable. It is a custom for each clan to take care of their own poor and infirm. In former times, before the treaty at Doak's Stand some time, if a woman married a man of her own clan her brothers & uncles would whip her severely and take her away from her husband; now, however, it is different; the custom was at first broken by the half-breeds, and was followed by the real red man. He does not know if children of such marriages would inherit the property of the parents; but it has been decided in solemn council soon after, the agent, Col. McKee, among them, that they can now inherit. Claimant was not at Nelson's at the council; she employed a man by the name of Stepukone to go there and have her name put down; he heard him give her name in and it was put down. Her children were not present; they were counted and put down. Stepukuna told Nelson he was requested to put her name down; Stepunuka was no particular relation of claimant, but of the same clan. He went west at the 2d emigration. Claimant has never gone west; she continued to live on her old place two years after the treaty, and then moved. No person drove her off that he knows of; she left her place of her own accord after her neighbors had gone west. Claimant belonged to Lewis Perry's company at the time of the treaty, and her family also. She is a full-blood Choctaw. Has no interest in her claim.

ROBERT COLE, his x mark.

Taken & sworn to at Ben. Leflore's, this 19th Feb'y, 1838, before—
J. MURRAY.
P. D. VROOM.

No. 153.

I-an-ta-tubbi states that within six months after the ratification of the late Choctaw treaty, Feb. 24, 1831, he, as the head of a Choctaw family, signified to Col. Ward, agent of the U. States, his intention to remain & become a citizen of the State & take lands under the 14 art. of the treaty. Ward, the agent, registered his name, which registration is not now to be found. He then belonged to James Fletcher's company,

formerly Lewis Perry's company, & lived on lands now embraced in section 17, township 22, range 8 east, where he had an improvement, and continued to live thereon until he was driven off by a white man. He then had residing with him one unmarried child, over ten years of age, named Pesa-to-kubbi.

A. A. HALSEY,
Att'y for Cl't.

No. 153.—I-an-ta-tubbee, a full-blood Choctaw, aged 40 years, says his name is Antatubbee; that at the time of the treaty he had a wife, Tonah (points her out), and one child named—

1. Pisato-cubbee, a male (points him out), now 26 years old at the time of the treaty, and lived with him; was married three years since to Analahoya.

He lived at the time of the treaty on Suboglahatchie, a creek running into Yalla Busha, about two miles from the creek. A. Halsey is his counsel.

Coleman Cole, a witness for claimant, being sworn, deposes as follows: That he is acquainted with Antatubbee, *alias* Iantatubbee, the claimant (points him out); he is a full-blood Choctaw; knew him and his family at the time of the treaty; he had then a wife named Illa-botonah (points her out), & one child.

1. Pisa-tocubbee (points him out), now 26 or 27 years old; lived with her father at the time of the treaty, and then unmarried; he is now married; about one or two years since.

Claimant, at the time of the treaty, lived about 12 or 13 miles from him; he is some way connected with witness's wife; they are sister's children. He has no interest in his claim. Claimant at the time of the treaty belonged to Lewis Perry's company. James Fletcher was deputy capt. During the council at Nelson's, Moshola, the father of claimant, went to Nelson and informed him that he was the agent of the claimant to have his name put on the list, and requested that it might be done. Witness was present and heard it. Nelson immediately wrote on the paper; he did not see what he wrote. Claimant was not at the council. He has no other knowledge of claimant's being registered; one child was given in and put down.

COLEMAN COLE.

Taken & sworn to at Ben. Leflore's, this 19 Feb'y, 1838, before,
P. D. VROOM.
J. MURRAY.

Coleman Cole, the witness, being recalled, deposes as follows: That at the time of the treaty Ianta-tubbee resided on Sabogla-hatchie. He remained there until a little before or after the first land sales at Chocchuma. He had an improvement at the time of the treaty, a house, and field of 5 or 6 acres, in which he then lived. He does not know whether the land was sold by government. A little before or after the first land sales at Chochuma he saw Ianta-tubbee in possession of his place. About 3 or 4 weeks after he saw a white man by the name of Pittman in possession; Iantatubbee had left there; the next time he saw claimant he was camping out with his family on Yokana-potoffa.

COLEMAN COLE.

Taken and sworn to at the house of B. Leflore, this 20 Feb'y, A. D. 1838, before us.

P. D. VROOM.
ROGER BARTON.
J. MURRAY.

No. 158.

Pealley, now gone west last fall, states that on the 27 of Sep., 1830, she was the hed of a Choctaw familey, resided on the Yellobusha River, in the Choctaw cuntrey, in the State of Missippi; that within six months after the ratiffication of the treaty she made none to Col. Ward hir intention to tak land under the 14 articel of the treaty, and hir name did not apear on the register of clames under said articel of the treaty; she then belonged to Captain Turnbul's companey, and lived on lands now inclosed by section 24, town 23, rang 7 east, where she had a house and ground to work; the above land has not bin sold by the goverment; she had one child, Feby.

JOSHUA T. BROWN,
Atturrney fo Clamant.

Colmun Cole, witness.

No. 158, Pealla, gone west. J. T. Brown, counsel.

Coleman Cole, a ¾-blood Choctaw, a witness for claimant, being sworn, deposes as follows: That he has been acquainted with the claimant, Pealla, twenty years; she is a sister of hir father's wife, is not now married; was not married at the time of the treaty; was then a widow, her husband had been dead at that time 4 or 5 years. His name was Chubbee; she lived with Robert Cole (witness's father); lived with him from the time he first knew her, in a cabin to herself, about 20 steps from his house; had lived there some time before the treaty; her own child lived with her, no other person; had but one child named—

1. Phoebe, has not seen her since last summer was a year on Yokanapatoffa; she is about 14 or 15 years old at this time; was not married as far as he knows at the time he last saw her. Was single at the time of the treaty and living with her mother. The house she lived in she called her own; does not know who built it; it was on Robert Cole's land; she worked a patch in his father's field, under the same enclosure; worked it herself, as her own, and consumed the produce herself, and treated it as her own; eat in her own cabin. She remained until a little before or after the first land sales at Chocchuma, when she moved to Yokanapatoffa with his father, in consequense of Nelson's claiming the land. Nelson claimed it as first occupant, and his father gave it up, including claimant's patch. She remained there two or three years in a cabin to herself, which she occupied the last time he saw her; did not remain in the same place, but moved about from one place to another. He has heard that she has gone west with her daughter, but has no personal knowledge on the subject. When his father first moved before the treaty on the place on Yallo-Busha, and which he occupied at the date of the treaty, he did it by permission of Nelson, who allowed him the use of a field already cleared. His father made no addition to the clearing when Nelson reclaimed it. Robert Cole did not dispute his title, but moved off at once. Claimant belonged at the time of the treaty to Lewis Perry's company. Is not related to him, and has no interest in his claim. It is a custom among the Choctaws when they settle a new place, to claim the land around them for a mile, and no new settler can come and settle within that limit but by his consent: and after such consent he can at any time require them to move off, and they must go.

Claimant was at the council at Nelson's; her child was with her. He

heard her give her name to Nelson to be put on the list. He saw Nelson put it down; the child was also put down.

COLEMAN COLE.

Taken and sworn to at Leflore's, this 20 Feby, 1838, before—
P. D. VROOM.
ROGER BARTON.
J. MURRAY.

No. 159.

Kimnemonubbi states that within six months from 24 Febr., 1831, he, as the Choctaw head of a family, signified to Col. Ward, agent of the U. States, his intention to remain and become a citizen of the State & take lands under the 14 art. of the treaty. Ward, the agent, registered his name, which registration is now not to be found. He then belonged to Capt. Turnbull's company, & lived on lands now embraced in section 29, township 22, range 5 east, where he had an improvement, & where he continued to live until the land was sold by govt., & he was driven off by a white man. He then had residing with him two unmarried children over ten years of age named Luchu na hona & Ko na chubbi, & three under ten years of age named Cha fa hona, Tui kan chi ho ga, & Tuppena-nowa.

JOHN B. FORESTER,
Atty for Clamant.

No. 159.—Cunne-mo-nubbee, a full-blood Choctaw, aged 48 years, being interrogated, says his name is Monubbee; that at the time of the treaty he had a wife, Achetohona (pointing her out), and five children; the oldest is named—

1. Leuhi-mahona, a female, died 2 years since; was 14 years old at the time of the treaty, then unmarried, and living with her father.
2. Gon-a chubbee (points him out), eleven years old at the time of the treaty, and lived with him.
3. Chaffa-hona, a female (points her out), 8 years old at the time of the treaty.
4. Teng-can-sha-ho-ka, a female (points her out), 5 years old at the time of the treaty.
5. Toppena-noa, a male (points him out), one year old at the time of the treaty.

These are all the unmarried children living with him at the time of the treaty; he then lived on Pitta-ca-cowa Creek, running into Yalla-Busha, about 4 miles from its mouth. Col. Forrester is his counsel.

Tic-ba-pa-lubbee, a full-blood Choctaw, a witness for claimant, being admonished of the nature and obligation of an oath, and declaring his belief in a future state of rewards and punishments, was sworn, and deposes as follows: That he is acquainted with the claimant, Cunna-mo-nubbee (points him out); he is a real Choctaw; has known him a great while; knew him at the time of the treaty; was acquainted with his family at that time; they then lived on Pitta-ca-cona Creek, running about 4 miles into Yalla-Busha from the mouth of the creek, and in sight of him. He had then a wife named Che-ba-hona (points her out), and six children; the oldest was named—

1. Lurho-mahona, died one year ago; she was 14 years old at the time of the treaty, and lived with her father; she was unmarried.

2. Gona-chubbee (points him out), 11 years old at the time of the treaty, and lived with his father at that time.

3. Chaffa-bona (points her out), 8 years old at the time of the treaty, and living with her father.

4. Ting-kan-sha, a female (points her out), 5 years old at the time of the treaty, and living with her father.

5. Toppena-nowa, a male (points him out), one year old at the time of the treaty, and lived with her father.

These are all he had at the time of the treaty. Claimant at the time of the treaty had an improvement, a house and field, in which he lived, and in which he lived 4 years before the treaty; it was his own house and field, and no other person lived with him but his own family; he continued there three years after the treaty, and then moved to Yallo-Busha, near Anthony Turnbull's, where he has continued to live ever since. He moved because a white man (whose name he does not know) moved into a house near, and pulled his (claimant's) house down. At the time he saw the white man pulling down the house claimant had moved to Yallo Busha—a short time, he does not know how long. Claimant was living on the place when he first saw the white man there, but he did not know his business, or for what purpose he was there; he does not know if he is there at this time; he saw the white man working in the field and ploughing it about one year after claimant left the place; this was the first time he saw him there; he saw the white man building a new house alongside of claimant's before claimant left, and while he was living in his old house; he was there when the white man first came; when he first came he went to cutting timber to build a new house; he can't say positively, but he thinks he brought his family with him; he had a wife; he thinks she was with him, perhaps; he had, perhaps, about 2 children; he had one slave; does not know if he had a wagon and horses; he thinks he had beds and household furniture; he brought them in a wagon, but does not know whether it was a horse or ox wagon; he does not know where they staid before he built his house; does not know what he did with his beds and furniture; he does not know where the white man staid while he was building.

Cunna mo-nubbee and his family staid there about one year after the white man came; does not think he planted his field that year; he thinks the white man could not speak Choctaw; he (witness) was only there on one occasion; he lived five miles from claimant; this happened, he thinks, nearly 2 years after the treaty; he (witness) lives on Yallo-Busha; he has not lived there long; since he left his place 3 years after the treaty he has been camping about; his old place was on Putteacacowa; he lived there at the time of the treaty; he (witness) left his place before claimant; he was living on his old place when he saw the white man at Cunnamonubbee; he remained there about one year after; he went to see Cunna-mo-nubbee but once during that whole year; they had not fallen out, but continued good friends; he (the witness) settled on the place before claimant; there were three families living there close together; Manka's family, Cunnamonubbee's, and his own; Manka was the oldest settler; there were other families within a mile of them; Anthony Turnbull lived half a mile off; he was the last settler of the 4. There was a white man by the name of Riley who married a Choctaw wife, lived within half a mile. He settled after Turnbull; he does not think there was any other settler within a mile; he did not when he moved there ask Manka's permission; he knows of no right Manka would have had to turn him off; he knows of no person who would have had any such right. Claimant belonged at the time of the treaty to

Anthony Turnbull's company. Claimant's wife is his sister; he has no interest in his claim. He (witness) thinks claimant moved about six miles from his own residence. At the time of the treaty he and claimant lived in sight; when the white man came they lived just in sight in the same field.

TIC-BA-PA-LUBBEE, his x mark.

Taken & sworn to at Ben. Leflore's this 20 Feb'y, 1838, before—
P. D. VROOM,
ROGER BARTON.
J. MURRAY.

No. 160.

Im ak ka, or be nah ka, states that within six months from 24th of Feb., 1831, she, as the Choctaw head of a famely, signified to Col. Ward, agent of the United States, her intention to remain and become a citizen of the State and take lands under the 14th article of the treaty. Ward, the agent, registered her name, which registration is now not to be found. She then belonged to Capt. Turnbull's company and lived on lands now embraced in section 28, township 22, range 5 E., where she had an improvement, and continued to live thereon until she was driven off by a white man three years after the treaty; she then had three unmarried children residing with her over ten years of age, Ah-la-mah tubbee, Il la tah lo oh, & Me la.

JOHN B. FORESTER,
Att'y for Claimant.

Tek bah pa lubbee, wit.

No. 160.—Immaka, alias Onaka, a full-blood Choctaw, aged 65 years, being interrogated, says her name is Immaka; that at the time of the treaty she had no husband; her husband was named Tish-a-wakia; he died two years before the treaty; she had at the time of the treaty three children living with her; the oldest was—

1. Alamonatubbee (points him out); he was 23 years old at the time of the treaty, unmarried, and living with her; he has never been married.

2. La-tall-awa-hona, a female (points her out), 20 years old at the time of the treaty; living with her at that time, unmarried; never was married.

3. Mila, a female (points her out), 17 year old at the time of the treaty, unmarried, and living with him her; she married about two years ago, but her husband didn't love her. She lived on Pitta-ca-cowa at the time of the treaty, about 4 miles from its mouth.

Col. Forrester is her counsel.

Tic-ba-pa-lubbee a full-blood Choctaw, a witness for claimant, being sworn, deposes as follows: That he is acquainted with the claimant; her name is Immaka; knew her at the time of the treaty and before; she was then a widow; her husband, Ishwakia, died two years before the treaty; he was well acquainted with her family at the treaty and before; she had then three unmarried children living with her, the oldest was named—

1. Ala-monatubbee (points him out), lived with his mother at the time of the treaty, and was then unmarried; he was then 23 years old;

has been married since the treaty to Owachahoyo; only staid with her 10 days.

2. La-tall-awa hona (points her out), lived with her mother at the time of the treaty, then unmarried; has never been married; twenty years old at the treaty.

3. Mila (points her out), lived with her mother at the treaty, and was then unmarried; married since the treaty, a year or two since, to Foppo, he is at camp; they parted the middle of last summer; she was seventeen years old at the treaty; claimant lived at the time of the treaty on Putta-ca-cowa, four miles from its mouth, and just in sight of him; she had a house and field in which she lived at the time of the treaty & before, and where she continued to live about one year after the treaty; she then moved because a white man took possession of her lands. In the middle of the winter succeeding the treaty he saw a white man whose name he does not know, come and build a house close by her, plough up the field the succeeding spring and plant it in corn; he drove her out of her house, in his presence, and took the best of the boards off and made use of them; he ploughed right up to her door; he does not know that he used any force or threats to put her out; he pulled off the boards before she left the house; he could not understand anything he said. Does not know if she made any objection to going away. He was the same white man who took possession of Cunnamonubbee's place; he took possession of claimant's house first, about one year. He moved into the new house as soon as he built it, does not know if he made any use of the old one. The house occupied by claimant & Cunnamonubbee at the time of the treaty were about one hundred yards apart. He built but one new house, between the two, but nearest to Cunnamonubbee's. He made one crop upon claimant's property before he took possession of Cunnamonubbee's property. The new house built by the white man was about 350 yards from his (witness's) residence, it was all open field between them; the ground between them quite level. He never went over to the new house while it was building. He has seen the white man frequently passing about. Claimant and Cunnamonubbee did not live exactly in the same direction from his house; Cunnamonubbee's house was furtherest off; the white man's new house was out of his path about 200 yards. He went over sometimes to see Cunnamonubbee; frequently went; as long as Cunnamonubbee continued his neighbour he was in the habit of visiting him frequently, about every four days and sometimes more; does not know if the white man ever visited Cunnamonubbee. He never saw him once on Cunnamonubbee's place while he continued to live there. Immaka, when she moved, went off a short distance in sight of her old residence and repaired an old waste house, a sort of camp, where she staid about a year; this place was a west course from her old residence; there was an old field close by from which she took the rails and enclosed a small patch, which she planted and made one mess of roasting ears, which she ate, and then moved again to Yallo-Busha, about six miles off, where she has continued ever since.

The witness was at the council at John Perry's. Claimant and family were there. He heard her apply to Moon-tubbee to be placed on the list. Moon-tubbee applied to Edmond Perry to put her name on the list; he saw Perry write immediately after Moon-tubbee applied to him. Her children were put down. Claimant and family belonged to Turnbull's company at the time of the treaty. He is a son of claimant, has no interest in her claim. Is a claimant himself under the 14th article

of the treaty. The land claimed by Immaka has not to his knowledge been sold by the government.

TIC-BA-PA-LUBBEE, his x mark.

Taken and sworn to at Leflore's this 20th Feb'y, 1838, before—
P. D. VROOM.
ROGER BARTON.
J. MURRAY.

No. 161.

Charles Cole, by his farther, Robert Cole, of Yellobusha, states that on the 27 of Sep., 1830, he was the head of a Choctaw familey, resided on the Yellobusha River, in the Choctaw country, in the State of Missippi; that within six months after the ratification of the treaty he made none to the agent his intention to Col. Ward his intention to remane and take land under the 14 arti. of the treaty *of the treaty*, and his name did not appear on the register of clames, as was expected under said articel of the treaty; he then belonged to Capt. Turnbul's company, and lived on lands now none in the survays of the Choctaw Nation as section 24, town 23, rang 7 east, where he had a hous and feald; the above land has not bin sold by the goverment.

JOSHUA T. BROWN,
Atturney for Clament.

Colmun Cole, witness.

No. 161.—Charles Cole (dead), Robert Cole makes claim. Joshua T. Brown, counsel.

Coleman Cole, a witness for the claimant, being sworn, deposes as follows: That Charles Cole, the claimant, was a half-brother of his; at the time of the treaty he lived on Yello Busha, on the property of his father; he had a wife, but no child; he had been married one or two years before the treaty; they lived by themselves in a separate cabin 50 yards from his father; he did not work a separate part of the field for himself, but worked for his father; he was about 19 years old at this time; a little while after the treaty his father sent him to school in Kentucky, and he died there after one or two years; his wife's name was Alahona; the last he saw of her she was on the Yokanapatoffa; she was not married again; this was last summer was a year; she was the daughter of Pakeli, a widow; she staid in the cabin which she and her husband had occupied until his father was ordered off, and then moved with him to Yokanapatoffa; had no knowledge that claimant was registered; she belonged to Lewis Perry's company at the time of the treaty.

COLEMAN COLE.

Taken and sworn to at Ben. Leflore's this 20th Feb'y, 1838, before—
P. D. VROOM.
J. MURRAY.

No. 182.

Ema hoyo, of Yellobusha County, states that on the 27 Sept., 1830, she was the Choctaw head of a family, residing on the waters of Batapanbogar, in the Choctaw country, in Mississippi; that within six months

after the ratification of the late Choctaw treaty she signified her intention to Col. Ward, agent for the Choctaws, to remain for five years, become a citizen of the State, and take lands under the 14 art. of said treaty; that her name was duly registered by said Ward, but cannot now be found on the register of claimants under said article; that she then belonged to Capt. Turnbull's company, and lived on lands now embraced in sec. 21, township 22, range 5 east, where she had an improvement, and where she continued to live until she was informed and believed that her name was not on the list returned to Washington by the agent. She had no unmarried children living with her at the time of the treaty.

A. A. HALSEY,
Att'y for Claimant.

No. 182.—Ema-ho-yo, of Yallo Busha, not present, represented to be very old and infirm; her case was presented by A. A. Halsey, her counsel.

Moontubbee, a full-blooded Choctaw, being duly sworn on the part of the claimant, deposes as follows: I am acquainted with E-ma-ho-yo, and knew her at the time of the treaty; she lived then upon a creek called Bita-pin-bogue; she lived in a cabin by herself in the edge of my yard, and had no family; the cabin was her own; she had a small field which I cleared for her and assisted her in cultivating; she remained there about two years after the treaty, when she moved to a creek called Bogue-fa-hah; the reason claimant removed from her old place was bebecause the white people settled so close by her and intruded on her so much; I left claimant near Chocchuma when I started up here a few months ago; she has remained in the country near her old place ever since the treaty; she never went west; I put claimant's name on the list of names that was made out at the council at John Perry's; I did it at her request; she was aged and infirm and unable to attend to it herself. The claimant is my mother; I have no interest in the claim; the claimant is so old that she cannot possibly travel, and therefore could not attend here in person before the commissioners. The claimant belonged to Anthony Turnbull's company.

MOONTUBBEE, his x mark.

Taken & sworn to at Louisville, Miss., this 31st March, 1838, before—
P. D. VROOM.
ROGER BARTON.

No. 193.

Kan a tub bee, now ded.

Ah-che-ba, wife of said Kan a tub bee, decd., states that he belonged to Cap. Red Post Oak's company of the Six Towns; that within six months from the 24th Feby., 1831, he as head of a Choctaw family signified to Wm. Ward, U. S. agent, his intention to become a citizen and take land under the provisions of the 14th article of the treaty of 1830; that his name was duly registered on the books of said Ward, which name is not now to be found; that he lived on land now embraced in section No. 11, in township No. 4, in range 11 east, where he continued to live until he died, about four years since; that he had no child at the date of the treaty, but since had one named Ok-il-ish-ti-me, a female, now four years old, living; that his wife, Ah-chi-ba, continued to live

on the premises until driven off by a white man taking her possesions forcibly.

April 3rd, 1838.

KAN-A-TUB-BEE,
By his att'y, JOHN JOHNSTON, Sr.

No. 198.—A-che-ba, widow of Kan-a-tubbee, appeared and presented her claim; says her name is Ache-ba; she is about 35 years old; that her husband died about 5 years ago; that his name was Kan-oon-tubbee; she never heard of the treaty of Dancing Rabbit Creek, and does not know anything about it; she has one child, now at home, aged 5 years. Colo. Johnston attends to her business.

Ok-labbee, a Choctaw, being duly sworn as a witness for claimant, deposes as follows: I know A-che-ba, the claimant [pointing her out], and have known her since she was a child; we have lived near together; she was married to Kan oon-tubbee; he died 5 or 6 years ago; I saw him after he was dead; A-che-ba has never married since. They were living together as man and wife at the time of the treaty, and lived about half a mile from where Garlandsville now is. There were a great many living there at that time. It was the old Che-nock-a-bee-town. He had a field and two cabins and a crib. He cultivated his field and raised corn on it. There were some other persons that had part in the same field, they did not divide the corn, but put it all up together, and used it as they needed. That is a common custom among the Choctaws. Kan-oon-tubbee was a son of Chish-a-ho-ma, and made the field. His mother-in-law and her family are the persons who worked the field with Kan-oon-tubbee as above stated—after he married he made the field. He lived with his wife in the same cabin with his mother-in-law; she lived there when he married her daughter, and after the marriage he went and lived there with them; Kan-oon-tubbee made the field after he got married, but continued to live in the same house that his mother-in-law had before. The mother-in-law had a field before that. Her name was Tom-e-hei-o. Kan-oon-tubbee had no children at the time of the treaty. His widow, A-che-ba, had one just after his death. Kan-oon-tubbee moved from where he lived about three and a half miles, to a place near the witness, and died there; I think he died about two years after he moved. I had moved also from where I lived at the time of the treaty (near Garlandsville). We left our places just about the same time. The white men had bought up all the land about where we lived and made large fields, and there was no more timber, and that was the reason we left there. I do not think any white man turned him out, but he moved and settled in another place of his own accord. There were a good many white people had come there just across the creek and were building a town; I think there were three buildings put up by them before Kan-oon-tubbee and myself moved away. The old mother-in-law went along with Kan-oon-tubbee, when he moved, and now lives with her daughter A-che-ba. Kan-oon-tubbee and his family belonged to Chish-a-homa's company at the time of the treaty, and he was a full-blood Choctaw. Kan-oon-tubbee was a cousin of mine. I have no interest in this claim. I don't know that the land claimed has been sold by the government, only as the white men said. They showed their papers before we moved, and said they had been to Augusta and bought the land. The little cabins of Kan-oon-tubbee, or where he lived near Garlandsville, are now burned up, but the place is not under cultivation. The white man has made no field there. They are about half a

mile from where I lived myself. The section line between us ran thro' Kan-oon-tubbee's yard and put him in a different section from the one which I lived.

OK-LABBEE, his x mark.

Taken & sworn to, at Louisville, Miss., this 4th Apl., 1838, before—
P. D. VROOM.
ROGER BARTON.

Ichabod Kelly, of Jasper County, a witness offered on the part of the claimant, being duly sworn, deposes as follows: I was never acquainted with Kan-oon-tubbee, and do not know of my own knowledge where he and his family lived at the old town. I have been present and heard the testimony of Ok-labbee, the last witness. I was well acquainted with Ok-labbee and knew where he lived before he moved away from Old Town; he lived in section 2, range 11 Es., township 4. He lived in the southeast corner of section 2; Chish-e-ho-ma lived in section 1; section 2 joined at the southeast corner on sections 11, 12, 1. From the description given by the witness and state of the improvement at this time, I conclude the old improvements of Kan-oon-tubbee were on section 11. There is an old improvement also on section 12, about the same distance from Ok-labbee's, but that is under cultivation. The one in section 11 is not cultivated, but is open. I am well acquainted with the sections, having land both in section 11 and sect. 12, I purchased of the government. The dividing line between section 2 and section 11 is an E. and W. line.

ICHABOD KELLY, his x mark.

Taken & sworn to, at Louisville, Miss., this 4th Apl., 1838, before—
P. D. VROOM.
ROGER BARTON.

Ok-labbee, being again called, says: The section line between the old place where Kan-oon-tubbee lived and the old place where I lived run east & west. I saw them when they run the line, and they came from the west and run to the east.

OK-LABBEE, his x mark.

Taken & sworn to, at Louisville, Miss., this 4th Apl., 1838, before—
ROGER BARTON.
P. D. VROOM.

No. 198.

Pah shish to moh, an old woman, died a year ago, leaving one daughter, Hoh tim ah, the wife of Ira-tubbee, who died returning from Leflore's after his case had been tried; his wife, clamant's daughter, is still living; clamant was the head of a Choctaw family, and as such, within six months from the 24th of Feb., 1831, signified to Col. Ward, agent of the United States, her intention to remain and become a citizen of the State and take lands under the 14th article of the treaty. Ward, the agent, registered her name, which registration is now not to be found. She then belonged to Capt. Turnbull's company, and lived on lands now embraced in section 33, township 23, range 4 E, where she had an improvement, and continued to live thereon until the white people estab-

lished a town near her and drove her off; she had then no unmarried child living with her.

JOHN B. FORESTER,
Att'y for Claiments.

No. 198.—Ho-tim-a, a female, daughter of Pa-shish-to-mah, an old woman now dead. The claimant not present, the claim is presented by John B. Forrester, her att'y. Witnesses for the claimant. Moon-tubbee, a witness appeared on the part of the claimant, being duly sworn, deposes as follows: I was acquainted with Pash-ish-to-mah; she died about two years ago. She was a widow, and was at the time of the treaty. She lived then on the opposite side of Yallabusha from here, about a mile from the stream. It is near a little town, the name of which I do not now recollect; it is the same town I spoke of in the case of I-you-a, and could not remember the name of it. I lived about five miles distant at the time. I saw her frequently, and knew her well; she was living by herself; I never knew her husband, and expect she had been a widow a good while. I understood she had been married, but cannot say of my own knowledge; she was not remarkably old at the treaty, not in any way helpless. She had a house in which she lived by herself, and had part of a large field, in which several had parcels; she worked her part of the field herself; she had no child or family living in the house with her, and no unmarried child at all. She had one daughter, an only child, who was married to I-a-nain-tub-bee, and she and her husband at the time of the treaty lived about two hundred yards off from the old woman. They did not work a part of the same field, but had a separate one, in a different enclosure. The old lady went off her place the second year after the treaty, about the time the others who lived in that neighborhood went away. It was on account of the white people building a town and settling so many around that she went away; she did not tell me so herself, I understood it from others, I know the fact of their being considerable settlements made there before she left; I have frequently seen the place, and saw it just before I started to come here. I cannot say whether the old house and improvement are remaining there or not. There is a white man's field built all around; it is a large field. The name of the old woman's daughter who was married to I-a-main-tub-bee, I do not now recollect. I-a-main-tub-bee, the husband, was down at Yockenookeny at the camp and started to go home, and died on the way. I was not present, and have my information from some men I sent out to him when I heard that he was sick. They stated that he died after they got to the place where he was. I do not know that this daughter has ever authorized any one to make claim for this land; she was not at Leflore's at Yockenookeny. I-a-main-tub-bee was a claimant for land in his own right as head of a family, before the commissioners; he did not make any claim for the old woman's land at that place. I did not hear him say anything about it. The old woman belonged to Turnbull's company. This I know of my own knowledge. Her name was put on the list for the five years' stay at John Perry's, where the list was made out; she was there and gave her name to me, and I gave it to the clerk who was writing. The clerk was Edmond Perry. The daughter had been married a good while before the treaty. The old woman always lived alone after her daughter got married *married* and went away. I am not related to her, or to I-a-main-tub-bee, and have no interest in the claim. She was a full-blood Choctaw. I do not know that the land claimed has been sold by the government. I have no means of knowing. When the old lady moved from the old place,

she went with her son-in-law on to the Mississippi, as I understood, and died there. I have no knowledge of the death, except from information.

Examined by U. S. att'y:

I never knew the old lady to have more than one child. I was a long time acquainted with the family.

MOON-TUBBEE, his x mark.

Taken & sworn to, at Louisville, Mi., this 6th April, 1838, before—
P. D. VROOM.
ROGER BARTON.

No. 200.

Ah-no-wah-cha (died about 18 months ago) was the Choctaw head of a family at the date of the treaty, and as such signified to Col. Ward, agent of the United States, his intention to remain and become a citizen of the State and take lands under the 14th article of the treaty. Ward, the agent, registered his name, which registration is now not to be found. He then belonged to Capt. Turnbull's company and lived on lands now embraced in section 1, township 22, range 5 E., where he had an improvement, & continued to live thereon until driven off by a white man. He then had three unmarried children residing with him, over ten years of age, named Ho-pi oh, Nah mi oh, & Wah ki ah tim ah. Claimant's wife and his two youngest children went west about two years ago; claimant and Hopiah remained in the country, and he died about six months after their removal. Hopiah is still in the country.

A. A. HALSEY,
Atty. for Claimants.

No. 200.—A-no-wa-cha (now dead); his claim is presented by Col. Forrester, in behalf of A. A. Halsey, atty.

Witness for the claimant.

Moon-tub-bee, a full-blood Choctaw, a witness offered on the part of the claimant, being duly sworn according to law, deposes as follows: I know A-no-wa-cha; he is now dead; he was one of the Yallo Busha Indians; I knew him a great while; he was an old man before he died; he was a full-blood Choctaw, and at the time of the treaty, lived on this side of the Yallo Busha, near a prairie called Ok-tok-fo-lia; he died about a year and a half ago, in the fall of the year, a little after Christmas; he had at the treaty living with him a wife, whose name I cannot recollect, and three children; all of them were unmarried at that time; the name of the oldest was:

1st. Ho-pi-a, male; I don't know his age exactly, think about twenty-four (24) years; he is a little older than my son James Patterson, who was put down at twenty-two (22) years; he is down at Yocke-nookeny, at the camp, with those who are going to emigrate; there is nothing the matter with him to prevent him coming here; he has been married but is not at this time.

2nd. Wak-ka-te-ma, female, about nine (9) years old at the treaty; she had gone west of the Mississippi, went about two years after the treaty; she went with her mother and sister; they went in company with Charles Vaughn and his family. Charles Vaughn was a cousin of Wak-ka-te-ma's mother.

La-pe-ma, female; don't know her age; she was younger than the one just described, and has gone west with her mother. Ano-wa-cha had a house and field where he lived at the treaty, and occupied them; no one else lived in the house but himself and his family; he had a son who was married, who cultivated part of the same field; he lived there about two (2) years after the treaty, and left when the other people of that neighborhood left. I understood there was a white man about to take possession of his place, and that he left it, but I have no personal knowledge of this; he left the old place about the time his wife and two children went west. The son did not go west at that time, and never has been west to my knowledge. The old man moved to Bogue-fo-lia, near where I lived myself, and remained there till his death; his son, Ha-pi-ah, moved there with him; he was out hunting a good deal, but made that his home. Ano-wa-che was at the council at Perry's, and I then heard him say he never meant to go west, he meant to live and die here. I heard his brother, Took-a-lon-tub-bee, call out Ano-wa-che's name to be registered; I did not see it put down, but after the name was called out I heard Ano-wa-che say he was now registered, and never meant to go west; his family was not there, and I do not recollect anything about the children being given in. I am not related in any way to this family and have no interest in this claim. He belonged at the time of the treaty to Capt. Turnbull's company. I do not know that this land claimed has ever been sold by the government. The last time I saw Ano-wa-che, before he moved to where I lived, was about a year prior to his removal. I saw him and his wife and family out on a hunting expedition. I understood he went into the Chickasaw Nation and was very sick there. I never heard that he went west; I think if he had started to go west he would have sold his horses and plows and furniture, or taken them with him. I was not with Ano-wa-che during that year, and can't say of my own knowledge that he did not go west, but I judge he did not go, or start to go, from the fact of his not disposing of his property or taking it with him. I suppose he would not have left it behind.

MOON-TUBBEE, his x mark.

Taken & sworn to at Louisville, Miss., this 6 April, 1838, before us,

P. D. VROOM.
ROGAR BARTON.

No. 201.

Il-le-no wah cha died 18 months ago, leaving neither wife nor child; was the Choctaw head of a family at the date of the treaty, & as such signified to Col. Ward, agent of the United States, his intention to remain and become a citizen of the State, and take lands under the 14th article of the treaty. Ward, the agent, registered his name, which registration is now not to be found. He then belonged to Capt. Turnbull's company and lived on lands embraced in section 10, township 22, range 4 E., where he had an improvement and continued to live thereon until he was driven off by a white man. He had a wife at the date of the treaty, who died some time before he did, but no child. In his life time claimant contracted with A. A. Halsey to prosecute his claim, which said Halsey was to do at his own expense, and in addition to pay claimant $1.$\frac{25}{100}$ per acre for all the lands he obtained for him, the money to be paid when the title was perfected.

A. A. HALSEY,
By agent, J. B. FORESTER.

No. 201.—Il-le-wo-wa-che (dead), represented to have no heirs living. The claim is presented in behalf of A. A. Halsey.

Witness for claimant.

Moon-tub bee, a full-blood Choctaw, being duly sworn, deposes as follows: I was acquainted with Il-le-wo-wa-che; he was one of the Yallo Busha Indians; I knew him at the time of the treaty, and had known him a long time before. He lived on the Yallo Busha just opposite the little town, the name of which I cannot remember. It was about 5 miles from where I lived at the time; I knew his family. He had no family but a wife. He had no children then. He had had two children. One died previous to the treaty and one just about the time of the treaty. One of them had been married and had children, who are now living. Il-le-wo-wo-che's two children were—

1. Nock-is-tei, a male; he was married and died before the treaty; he had 3 children, but one of them died last summer.

Names of the children:

1. E-le-a-ho-na, female; she has been married; her husband went west.

2d. Ta-ho-na, female; she is married and has two children.

3. Chil-i-ta, male, now dead.

Is-ta ma no-la-tub-bee died, leaving no children.

Il-le-wo-wa-che's wife died before he did; he died about a year and a half ago, but cannot tell exactly the time. He lived on his old place about three years after the treaty, and then moved up to Yockonyputiffa, and stayed there perhaps a year. He and his wife then moved back, near the old place, and remained there till they died. I do not know of any particular cause of their first removal from their old residence. I understood there was an old woman up at Yockony-puttiffi that wished them to come and live with her, and they went and lived with her awhile and then came back and settled something less than a mile from their old residence. He had a house and field where he lived at the treaty, and raised corn; no one but himself and wife lived at the house. I saw the old people a couple of times, I think, while they lived up at Yock-ony-put-tiffa. They never went west, or anywhere out of the country. Il-le-wo-wa-che was at the meeting at John Perry's; I think his wife was not there; I saw him go up to Edmond Perry; the clerk, and heard him give in his name, and he said he never meant to go west, he meant to live and die here; I have a clear recollection of his being there, and I have just repeated over the words he said. When Il-le-wo-wa-che returned from Yock-ony-putiffa, a white man lived near by, and there was a field made which enclosed his improvement; I did not see the white man make the field; I cannot say whether Il-le-wo-wa-che cleared a new field; I never saw him after he moved there. The place was pointed out to me in passing along, after their death. I am no relation to the family of Il-le-wo-wa-che. He was a full-blood Choctaw, and belonged to Turnbull's company at the treaty. The land has not been sold by the government to my knowledge.

MOON-TUBBEE, his x mark.

Taken & sworn to at Louisville, Miss., this 6th day of April, 1838, before us,

P. D. VROOM,
ROGER BARTON.

No. 204.

E-man-che-ha-ba, sen'r, of the Six Towns, Capt. Red Post Oak's company, states that within six months from the 24th day of Feb'y, 1831, he, as head of a Choctaw family, signified to Col. Wm. Ward, U. S. agent, his intentions to take land and become a citizen of the States, under the provisions of the 14th article of the Choctaw treaty of 1830; that his name was duly registered on the books of said Ward, which name is not now to be found; that he had a house and farm on land now embraced in section No. 20, in township No. 4, in range No. 12 east, where he has continued to reside in strict compliance with the provisions of said treaty; that he had one daughter, a widow, named Me-ash-i-yah, over ten years old, single, living with him; one grandchild, a female, named Ok-le-tu-nah, under ten years old, which was given in as part of his family.

E-MA-CHE-HA-BA,
By his atty., JOHN JOHNSTON, Sr.

April 9th, 1838.

No. 204.—E-man-che-ha-ba, sen., a full-blood Choctaw, aged about 60 years, being interrogated, says his name is E-mon-che-hubbe. He remembers the treaty of Dancing Rabbit Creek, which was made about 8 years ago. He lived at Bish-con, a spring, the waters from which run into Killis-tama ha Creek, right at Killis-tama-ha town. His wife's name was No-a-ticha; she was living with him at the time of the treaty, and is still living. He had three children living with him at the time of the treaty; one of the children was married; the name of the older unmarried child was—

Me-a-chi-a, a female, now 20 years old; she is at home taking care of her sick mother; she is now married—she married a good while after the treaty—was single at that time. I am sure she was never married before the treaty; she lived with the claimant.

2. O-gla-to-na, a female, now 12 years old; she is at home, was living with him at the time of the treaty; she is his child, and Me-a-shia is the mother. The father of the child is dead—died a long time before the treaty. Me-a-shia had this child before she was married; the child has always lived with him. He had three children; but one of them was married before the treaty, as before stated. His name was E-cha-po-tubbee; his wife's name is Mi-le. Colo. Johnston attends to his business.

Ille-no-wa, a Choctaw, offered as a witness on the part of the claimant, being duly sworn with uplifted hand, deposes as follows: I know E mon-che-hubbee, the claimant, and have known him a great while. I was at the treaty of Dancing Rabbit Creek, 8 years ago, and knew the claimant at that time. He was not at the treaty ground. The claimant lived at that time at Bish-con, the head of a branch of Shom-lubbee, one mile from Killis-tama ha; I lived then at Ok-tok-fo-lia, about three miles distant. The claimant had then a wife, No-a-ticka, and two children living with him, and also another child. The oldest child was—

1. E-cha-po-tubbee, a male, now at home, now 23 years old. He was not married at the time of the treaty, but has married since. He lived with his father at the time of the treaty. I cannot say how long he has been married; he has had three children—two are dead, and one is still.

2. Me-a-chia, a female, at home, now 20 years old; she is married, and thinks she was at the treaty. Her husband's name is Loma. He has been here and has now gone home after the children. Me-a-chia lived

with her father at the time of the treaty; Lo-ma lived somewhere this side, I think.

3. Ok-la-to-na, female, at home, now 12 years old. This is Me-a-shi-a's child; the father is dead; she had this child before she married Loma. The child has always lived with the claimant, who has always taken care of it, and brought it up and called it his own child. The claimant had a double house and two fields, where he lived at the time of the treaty, and which he occupied. He continued there until about two years ago; he went in the fore part of the winter, two years ago last winter. He moved about 4 miles from his old place towards Tallehoma. I do not know any cause for his removal. I now live on the old place; I went there before the claimant moved away. I had been to Mobile, and when I returned I found a white man settled in my house, and I went to the claimant's, and he permitted me to camp there on his old place, and I built a kind of camp house, and live in it yet. No person went into the claimant's house when he went away; the house has stood vacant; the boards have been taken off for one use and another, and the house is going to waste. The claimant makes no use of the field himself. I cultivate the field—give him no part of the corn, but give him a flap for rent. The field is his. The claimant is my uncle. I do not expect to get any part of the land claimed, and have no interest in the claim. Claimant belongs to Chish-a-homa's company, and is a full-blood Choctaw. I do not know that the land, or any part of it, has been sold by the government. The claimant was at the council at Span-a-mingo's. There was a stick made up for him; I saw it.

ILLE-NO-WA, his x mark.

Taken & sworn to, at Louisville, Miss., this 9th Apl., 1838, before us.

P. D. VROOM,
ROGER BARTON.

APRIL 17, 1838.—Ille-no-wa, the witness, being recalled, says that—

1. O-cha-po-tubbee, now present, [pointing him out], is one of the children of the claimant; and that

2. O-kla-to-na, female, now present, is also a child of claimant. These children were absent at the former examination.

ILLE-NO-WA, his x mark.

Taken and sworn to, at Louisville, Miss., this 17th April, 1838, before

P. D. VROOM.
J. MURRAY.
ROGER BARTON.

No. 208.

Nan-na-yub-bee, of the Six Towns, Cap. Red Post Oak's company, states that within six months from the 24th of February, 1831, he, as head of a Choctaw family, signified to Col. Wm. Ward, U. S. agent, his intentions to take land and become a citizen of the States under the provisions of the 14th article of the Choctaw treaty of 1830; that his name was duly registered, which cannot now be found on the books of said Ward; that he lived on land now embraced on section No. 16, township No. 3, in range No. 12 east, and that he has complied with all the requisitions of the 14th article of said treaty; that he had one child, single, living with him, a female, named E-li-ho-ka, now about 11 years old.

NAN-NA-YUB-BEE,
By his att'y, JOHN JOHNSTON, SR.

April 10th, 1838.

No. 208.—Nan-a-yubbee, a full-blood Choctaw, aged 35 years, being interrogated, says his name is Nan-a-ubbe; he remembers the treaty of Dancing Rabbit Creek, which was made about 8 years ago; he lived then at Yockony-chookma, about 6 miles from Killis-tamaha, and had a wife, named Lo-sho-ma, and one child living with him; the name of the child is E-la-ho-ne-ho-ha, a female, at home and 11 years old at this time; she was born before the treaty; he had no other child at that time. Colo. Johnston is his agent.

Shook-a-pon-an-a, a Choctaw, a witness offered on the part of the claimant, being duly sworn, deposes as follows: I am acquainted with the claimant, Nan-a-yubbee [pointing him out]; I knew him at the time of the treaty and before; he lived at Yockony-chookma and I lived at Ok-took-fo-lia, about 4 miles distant; I was in the habit of seeing him often at that time and knew his family; he had a wife, Lo-sho-ma, and one child; the name of the child was E-la-ho-ne-ho-ka, a female, now at home but will be here; she is now 11 years old and has always lived with claimant; I saw her just as I was starting to come here; claimant had no other child at the time of the treaty; he had a house and field which he occupied at that time with his family; no other persons lived with him; he had a field to himself and cultivated it and raised corn for his family; he continued to live there till about four years ago, when he moved to Oka-chookma, where he now lives; the two places are distant about 20 miles; I do not know of my own knowledge why the claimant removed; I saw the place a short time after he went away; the houses were then gone and there was a large field all around the old improvement, which was then in cultivation; I saw no marks of houses having been burned down; there was a white man living about a mile off that I supposed cultivated the place, but I am not sure of this; and I do not know the white man's name; I was at the council at Span-a-mingo's and saw the claimant there; there was a stick made out for him and given to Chish-a-homa by the claimant himself; I saw him give it; Chish-a-homa was the captain, a leader at that time; we had no other; and the claimant belonged to his company; he is a full-blood Choctaw; we are brothers-in-law; I have no interest in this claim; the land claimed has not been sold to my knowledge; claimant has always remained in the country.

SHOÒK-PONANA, his mark.

Taken & sworn to, at Louisville, Miss., this 10 Ap'l, 1838, before—

Augustin Bardwell, of Winston County, being offered as a witness on the part of the claimant, and being duly sworn, deposes as follows: I am acquainted with an Indian man now present who is represented as the claimant in this case, but I am not able to state his name. I was acquainted with him two or three years before the treaty, and I have known him ever since. I know the place where he made his home, but whether he actually lived there or not at the time of the treaty I can't say; he had two homes, one of the places was half a mile or three-quarters from the old missionary station known by the name of Goshen. The name of the place around was Yockony-chookma. The other place where it was said he had a home (for I was never at the house) was at Ok-tok-fo-lia. I can't say which of these was his settled place of residence at the treaty. I saw him and his family living at the place near the old missionary station before the treaty and after it. I was not there just at the time of the treaty. He continued to live there with his family as long, I think, as two or three years after the treaty; he then removed

altogether from that place, and has not lived there since that I know of. The reason he removed, I suppose, was this: There was a number of Indians living in the same village with him, and they sold out their claims, as I understood from them, and moved away, and the claimant went with them. I do not know of my own knowledge whether he sold his claim or not. I never saw any one offer him money for his land or attempt to buy it. After Na-na-yubbee left his house and improvement, my father, Elijah Bardwell, first took possession of them, and retained possession one or two years. He was then requested by an agent of Colo. Horn to give up possession to him, and he did so, and left the property. I think the Indians left in the spring, and that my father took possession of the property the year before, and cultivated a part of the field. There was a very large field in which they lived. Nan-a-yubbee had a part of that field under cultivation; my impression is he left the property in the spring of 1833 or 1834. The field was separated into family portions among the Indians; each one cultivated his own share. My father did not use any force or violence to get the claimant off the property so far as I know. Had he done so, I should have known it. I was living with my father at that time. Tisha-no-wa-tubbee was said to be the owner of that part of the field my father cultivated. He was one of the Indians who lived in the little village. My father is now living about one mile from Starkville. Part of this large field was in the 16th section. When my father took possession he run a fence so as to cut off the part that was in the 16th section, and a man by the name of Hawkins took possession of that; but my impression is that the Indians had removed before Hawkins took possession.

AUGUSTINE BARDWELL.

Taken & sworn to at Louisville, Miss., this 10th Ap'l, 1838, before—
P. D. VROOM.
ROGER BARTON.

April 16.—Shook-a-pono-wa, the witness, being recalled, says that E-la ho-ne-ho-ka, the daughter of the claimant, is now present, and points her out.

SHOOK-O-PON-O-WA, his mark.

Taken & sworn to at Louisville the 16th April, A. D. 1838, before—

No. 214.

Tick-bah-ha-kah, of the Six Towns, states that within six months from 24th, of Feb., 1831, he, as the Choctaw head of a family, signified to Col. Ward, agent of the United States, his intention to remain and become a citizen of the State and take lands under the 14th article of the treaty. Ward, the agent, registered his name, which registration is not now to be found. He then belonged to Capt. Chish ah homah's company, and lived on lands now embraced in section 19, township 5, range 11 E., where he had an improvement, and continued to reside thereon until driven off by a white man about two years ago. He then had one unmarried child living with him, named Tick bah tubbee, aged 24; & Oak che tubbee, aged 18 years, and Ah to me che, aged 14, the children of Ho kah, his sister-in-law, lived with him at the date of the treaty.

TICK-BAH-HA-KAH,
By his att'y, JOHN JOHNSTON, Sr.

April 12th, 1838.

No. 214.—Tic-ba-ha-ka, aged 53 years, being interrogated, says his name is Tic-ba-ha-ka, that he recollects the treaty of Dancing Rabbit Creek, made about eight years since, but that he was not present at the treaty ground. At that time he had a wife, Cunneya, and three children living with him. His oldest child was—

1. Tic-ba-tubbee, a male (died last spring), aged 24 years, and had never been married, and always resided with him.

2. Oke-cha-tubbee, a male (at home), aged 16 years old at this time, lived with him at the treaty and ever since.

3. Alo-min-che, a male (at home), now 14 years old; lived with him at the time of the treaty and ever since.

These are his own children and of Cunneya, his wife. He lived at the time of the treaty at Talla-town. Colo. Johnston is his council.

Mush-u-la-tubbee, a full-blood Choctaw, a witness for claimant, being sworn with uplifted hand, deposes as follows: That he is acquainted with Tic-ba-ha-ka (points him out); knew his family also at the time of the treaty. He then lived in the Old Tallatown. He then had a wife named Cunneya and three unmarried children living with him. The oldest was named;

1. Tic-ba-tubbee, a male,(died last summer), aged 24 years; had never been married and always lived with his father.

2. Oke-cha-tubbee, a male (at home), now 16 years old; lived with his father at the time of the treaty and ever since.

Alo-min-chi, a male (at home), now 14 years old; lived with his father at the treaty and ever since.

These are all the children of claimant by his wife Cunneya. Claimant had an improvement at the time of the treaty, a house and field where he lived, at the time of the treaty. No person but those named lived with him; the whole field belonged to him. He continued to live there 4 years after the date of the treaty, when he moved in the first part of the winter to Talla-homa, bout two miles; about the middle of the next spring he saw a white man, whose name he does not know, in possession of claimant's field, but not living in his house; he lived in another house that had belonged to an Indian named La-pa-ha, about half a mile from claimant's house, across a branch; the white man has continued in possession ever since; La-pa-ha and some other Indians moved about the same time. Witness at the time of the treaty lived in the same town with claimant, about half a mile, not in sight. He, witness, was out on a hunting expedition at the time claimant moved off, and when he got back the white man was in possession of claimant's field. He returned from hunting in the spring just as it began to be warm and the white man was then breaking up the claimant's field. He never saw the white man and claimant together. He (witness) was at the council at Span-a-mingo's. The claimant and his family were there; he saw them; a stick was broken for claimant by Tuck-ah jo. He does not recollect distinctly more than that a stick was broken for claimant; he saw Tuck-ah-jo break the stick and heard him say it was for claimant; he did not examine it; does not know if it had any notches in the end. The stick was given to Post Oak, who was to carry it to a white man, whose business it was to register them for the 5 year's stay. He does not recollect the name of this white man. Claimant is a full-blood Choctaw and belonged at the time of the treaty to Post Oak's company. He is not related to claimant and has no interest in his claim. Has no knowledge that the land claimed has ever been sold by the government. He, witness, is a claimant, at head of a family, under the 14th article of the treaty. A

younger sister of Cunneya, the wife of claimant, lived with claimant at the time of the treaty. Her name is Hoka and she still lives with them; she was never married and has never had children. There were no children living with claimant but his own.

MUSHULATUBBEE, his x mark.

Taken & sworn to at Louisville, Miss., this 12th April, 1838, before.

J. MURRAY.
P. D. VROOM.
ROGER BARTON.

MAY 1.—Mushu-la-tubbee, recalled, says: There are two children of claimant's present—

1. Oke-cha-tubbee, male.
2. A-lo-me-chi, male.

These were absent when I was before examined in this case.

MUSHULATUBBEE, his x mark.

Taken & sworn to, at Louisville, the first of May, A. D. 1838, before—

No. 219.

Kun ah tubbee, of the Six Towns, states that within six months from the 24th of Feb., 1831, he, as the Choctaw head of a family, signified to Col. Ward, agent of the United States, his intention to remain and become a citizen of the State, and take lands under the 14th article of the treaty. Ward, the agent, registered his name, which registration is now not to be found. He then belonged to Capt. Chish ah ho mah's company, and lived on lands now embraced in section 19, township 5, range 11 E., where he had an improvement, and continued to live thereon until driven off by a white man. He then had two unmarried children living with him, named Ho tubbee, aged 14 years, & Lah-poon-te-mah, aged 10 years.

KUN-AH-TUB-BEE,
By his att'y, JOHN JOHNSTON, SR.

April 13th, 1838.
Mis-te-bo yea, a registered witness.

No. 219.—Kuna-tubbee, a full-blood Choctaw, aged 40 years, being interrogated, says his name is Cunna-tubbee; that he recollects the treaty of Dancing Rabbit Creek, which was made about 8 years ago; he was not there. He had then a wife, Nola, now living, and two unmarried children living with him; the oldest child is—

Ho-tubbee, a male (at home), now 14 years old, and lived with him at the time of the treaty.

2. La pon-e-tema, a female (at home), now 10 years old, lived with him at the time of the treaty; he then lived at Tala Town.

Colo. Johnston is his counsel.

Musta-bo-yo, a witness for claimant, being sworn with uplifted hand, deposes as follows: That he was acquainted with the claimant, Cunna-tubbee, and his family at the time of the treaty of Dancing Rabbit Creek; he is present (points him out); he lived at that time at Tala-town and about one mile from him. He had at that time a wife living

with him called Nola; she is now living; he had, also, two unmarried children then living with him. The eldest is named—

1. Ho-tubbee, a male (at home), now 14 years old; lived with his father at the time of the treaty.

2. La pon-e-tema, a female (at home), now ten years old.

These are Cunna-tubbee's own children, and composed his whole family. Cunna-tubbee had an improvement at the time of the treaty, where he then lived and continued to live until three years ago; he then moved to Talla-homa, about 3 miles; a white man, whose name he does not know, now is in possession of the place, as he has been told by claimant. He, witness, has never seen the place but once since claimant left it; this was last summer; at that time it was left waste and no person cultivated it. Cunne-tubbee has continued to live at Talla-homa ever since, and still lives there; has never been out of the country.

He, witness, was at the council at Spanamingo's; Cunna-tubbee and his family were there; he saw them there. A stick was broken for him by Tuck a-ha jo, and given to Post Oak to take to Colo. Ward, to signify his intention to remain in the country and take lands; two notches were made in the stick in one end by Tuck-a-ha-jo. Claimant, at the time of the treaty, belonged to Post Oak's company; he was a full-blood Choctaw; is not related to claimant, and has no interest in his claim; he, witness, is a claimant under the 14th art. of the treaty. The land claimed by Cunna-tubbee has not, to his knowledge, been sold by the government. He, witness, and Cunna-tubbee moved about the same time and settled about one mile apart. Both their places were prairie land and scarce of timber; he moved to get timber conveniently, not being able to get it at his old place to fence his field from the hogs; many families moved at the same time from his old neighbourhood, there being a general complaint of a scarcity of timber. Three white families were settled within a mile of them, and it was their hogs that trespassed on their fields. Cunna-tubbee moved in the fall at the commencement of cold weather, and has made three crops since.

MUSTABOYO, his x mark.

Taken & sworn to at Louisville, Miss., this 13th April, 1838, before

J. MURRAY.
P. D. VROOM.
ROGER BARTON.

MAY 1.—Musta-boyo, recalled, says: There are two children of claimant present.

1. Ho-tubbee, male.
2. Lapone-tema, female.

These are the children who were absent at my former examination.

MUSTABOYO, his mark.

Taken & sworn to at Louisville, the 1st of May, A. D. 1838, before—

No. 224.

Shoomp-al-lah, widow woman, Capt. Red Post Oak's company, of the Six Towns, states that within six months from the 24th of Feb'y, 1831, she, as head of a Choctaw family, signified to Col. Wm. Ward, U. S. agent, her intentions to stay and take land under the provisions of the 14th article of the treaty of 1830 with the Choctaw Indians; that her

name was duly registered on the books of said Ward, which is not now to be found; that she lived on land now embraced in section No. 12, in township No. 4, in range No. 11 east; that she had a house and farm & one grandchild, named Ah-ne-tub-bee, aged 16 years; that she continued to reside on the above-described land for 5 years from the date of the treaty, in strict compliance with the provisions of said treaty.

SHOOMP-AL-LAH,
By her att'y, JOHN JOHNSTON, Senr.

April 16th, 1838.

No. 224.—Shoom-pala, a widow, old and infirm and unable to attend; Colo. Johnston attends to her case.

Ok-labbee, a full-blood Choctaw, a witness for claimant, being sworn, deposes as follows: That he was acquainted with the claimant, Shoom-pala, at the time of the treaty of Dancing Rabbit Creek; he recollects the treaty; it was 8 years ago; he was not there; he lost his horse on the way and returned; was acquainted with claimant's family at that time. They lived one mile from him; she was a widow; her husband had been dead a great while before the treaty. He first knew claimant about 5 years before the treaty, and she was then a widow; she had one unmarried child living with her at the treaty, a male, the *the* son of her daughter, Las homa. His name is—

1. Ah-nain-tubbee, a male; present (points him out); now 16 years old; lived with his grandmother at the time of the treaty. His mother died when he could just sit alone; his father died some time after, about 13 years ago. His grandmother, the claimant, has brought him up as her own child; she had no other family, and is very old. The last time he saw claimant was something less than a month ago; she is extremely old, and unable to walk 4 miles in a day, and quite unable to come before the commissioner; she is very poor, and has no horse; does not know if she could ride if she had a horse. Claimant lived at Chenocoly Town at the time of the treaty, where she had an improvement, a house and field, where she then lived, and where she continued to live for just about 5 years after the treaty; she then moved to Talla-homa, about three and a half miles. She moved about the first of the winter, after corn was gathered and housed. It was cold weather. She planted corn five summers after the treaty before she moved; she cultivated the field herself. He does not know if her grandson assisted her to work the crop at the old place; he knows he has helped her since she moved. He is subject to fits, and has had five since he arrived here. She has made crops two summers at Tala-homa; does not think she made corn the first summer she moved; she made pumpkins, &c.; she has lived at Tala-homa three summers before this. Her field at Chenocoly has been waste ever since she left it. A white man's fence runs directly by it and adjoins it; this is the third year since this fence was made. It was the general impression among the Indians of the neighbourhood that white men had purchased all the lands about there. The Indians began to move away about one year after the lands were surveyed, and have continued to go; he does not know of any living there now. He, witness, was at the council at Span-amingo's. Claimant and her grandchild were there; he saw them; a stick was broken for her by herself and given to Post Oak to take to Colo. Ward to signify her intention to remain in the country and take land under the treaty. Claimant belonged, at the time of the treaty, to Post Oak's company. She is a full-blood Choctaw, and has always remained in the country, and has never been west of the Missis-

sippi. Is distantly connected with claimant; has no interest in her claim.

The land claimed in this case has not, to his knowledge, been sold by the government. He is a claimant under the 14 article of the treaty.

OK-LABBEE, his x mark.

Taken & sworn to at Louisville, Miss., this 17th April, 1838, before

J. MURRAY,
P. D. VROOM,
ROGER BARTON.

PETITIONS AND EVIDENCE IN ABSTRACT A.—REJECTED CASES.

No. 50.

The deposition of Ta hom bee, a full-blood Choctaw man, taken at Hopahka, to be read as evidence in behalf of claim of Im mah to nah (Case 50). Witness being first sworn deposes & says:

That he lived from claimant at time of treaty about ten miles; knew her well. She had been married to E-ah ha cubbee but had separated from him three years before the treaty. He had left the neighborhood & moved off on Tus cah la metor, where he is supposed to be still living. The claimant has not married since. She had at time of treaty only one child, viz:

1. Ish te ah ho nubbee, a boy now present, then under ten years old.

The claimant & son occupied a house at date of treaty to themselves, but in the same yard with her mother, named Sta miah; cultivated a separate field from her mothers, both fields, however, under the same fence. They housed their crops separately & ate separately, & the claimant had lived in this way ever since her separation from her husband & was the owner of the place, & not the husband. She then lived on west side of Yallo butcher, half a mile from main stream, on the edge of the bottom. Her land was not rich. She then resided in Cobb's company, Leflore's district, & in Leake County, & remained on this place for about four years after the treaty. That about this last period, in consequence of the white people settling thickly in her neighborhood & were frequently running or tracing the section lines that she became afraid of them. She & mother left their places together & moved into Cobb's neighborhood, where they could be protected better. That about a year after this a white man, named Taylor Williams, took possession of claimant's place, cultivated her field & is still residing there, claiming, as this deponent has understood, to have purchased the land from the government. This deponent does not believe that claimant ever received from any one any compensation for her improvement. That claimant & mother lived pretty much as one family since they moved into Cobb's neighborhood; the mother died about a year after they moved to Cobb's neighborhood, & the claimant continues to live to herself. The claimant seemed much to regret to leave her place, and deponent thinks would not have left but for being frightened by the white people's constantly visiting her place & examining her lands. That claimant's mother had a family at the time of her removal, consisting of several children, who have all since married; one son, Ma he o tubbee, then lived with her, and is claimant only under his mother.

The deponent says he saw claimant at Leflore's at the time of the

annuity, saw her in the crowd about the edge, out of doors; & after it was reported that Ward would register no more she came to deponent & told him that she had been waiting for an opportunity to see Ward, but had failed to see him, in consequence of the crowd, before it was announced that Ward would register no more. She expressed great regret at her disappointment.

The deponent does not think that she received any part of the annuity, nor does he believe that she has ever claimed or obtained any other article of treaty. Nor does he believe that claimant has sold her land or made any agreement to sell it, or transferred or agreed to transfer any scrip or compensation which government may give in lieu thereof.

& farther says not.

TA HOM BEE, his x mark.

Taken before us this 9th Jan'y, 1843.

JNO. CLAIBORNE.
RALPH GRAVES.

Im mah ho to nah, full-blood Choctaw, being five feet & — inches high, and about forty years of age, states that at the date of the treaty of Dancing Rabbit Creek, she was the head of a Choctaw family, and had then living with her one child under ten years of age, to wit: Ish te ah ho nubbee, present. That she then resided on the west side of Yello butch ah Creek, in Leflore's district, about a half mile from it, had an improvement of a house & field in rich bottom land; used branch water. That she went to the annuity at Laflor's to get the names of herself and child registered for the five years' stay under the 14th article of the treaty. That she attempted to see the agent, Ward, but failed in consequence of the crowd, & was informed that he had declared he would register no more names. She returned home determined to live on her place. That she continued on her improvement about four years after the treaty, when the white people came about where she lived, and were examining the lands around her; it so alarmed her that she left her place; she being a lone women and one child; she then removed to the neighborhood of Col. Cobb's for protection, where she has continued to reside ever since; she never went west, but always remained in the ceded teritory; that she never received or claimed land under any other clause of the treaty, & never, within five years from the ratification of the treaty, made any contract which she considers binding for the sale of any land, scrip, or other compensation to be awarded by gov't in satisfaction of her claim under the treaty.

IM MAH TO NAH, her x mark.

Sworn to & subscribed before us this 9th Jan'y, 1843.

JOHN F. H. CLAIBORNE.
RALPH GRAVES.

No. 74.

Nock-ah-tubbee, a Choctaw, & the Choctaw head of a family at the date of the treaty of Dancing Rabbit Creek, claims a section of land for himself under the 14th article of said treaty, embracing his then improvement or a portion of it, ¼ mile west of Pa-tick-fah, which was pointed out by Tah-pa-nis-sto-nah-ho-mah to William Cherry, who took

the numbers as he is informed. He also claims ¼ section for his adopted child, Ne-la, dead, who was under 10 years of age at the date of the treaty, adjoining his lands, then unmarried and living with him.

NOCK AH TUBBEE, his x mark.

STATE OF MISSISSIPPI,
Na-sho-ba County:

Personally appeared before me, Reuben Barrett, an acting justice of the peace for said county & State, Nock-ah-tubbee, who being sworn states that the facts set forth in the above application are true to the best of his knowledge and belief.

NOCK-AH-TUBBEE, his x mark.

Sworn & subscribed to before me on 20th day of April, 1843.

REUBEN BARRETT, [SEAL.]
Justice of the Peace.

Nock-ah-tubbe, alias Billy Bob, being about 5 feet 7 inches high, and about 35 years of age, as he thinks, having been duly sworn, states: That at the treaty of Dancing Rabbit Creek he was the Choctaw head of a family; had a wife named I-mah-tick-ah, and child which he adopted, named Ne-la, since dead, under ten years of age; the child left no issue—wife's child. He then had a house and field on Pa-tick-fah, in Mush a la tubbee's district, now Kemper County. He lived at this place four years after the treaty, when he was dispossessed by a white man named Waters, who destroyed his potatoes, peas, and household furniture, saying that he had purchased the land from the Government. He went back to the same place to reside, but was again driven off. He then went to reside on Suck-a-natcha, where he remained three years; the land on which he settled was a reserve, and was sold, and he was ordered to leave it; he did so, and went one-half mile south of Black-Water, where he resides at present. He attended at the factory, the store of Col. Gaines, within six months after the ratification of the treaty, and had his name & child's name registered by Col. Ward, the government agent, for the 5 years' stay. Within five years after the treaty he never made any contract to sell his claim. About four years after the treaty he signed a paper, which was agreed to between Little Leader and A. F. Young, by which paper, as the claimant was informed, the said Young was to assist him in procuring his claim from the Government; which claim the said Young never obtained, and has long since ceased to act in the matter, as he, deponent, believes; and he, the claimant, therefore considers himself released from the obligation to Young, of whatever nature it may have been. The claimant has never seen the paper since, and cannot say of his own knowledge where it is at present. Never received any other grant of land.

NOCK-AH-TUBBEE, his + mark.

Sworn to & subscribed before us this 13th day of July, 1844.

GEO. S. GAINES,
S. RUSH,
Com's.

Witness: Tah-pa-nis-sto-nah-ho-mah.

Nock-ah-tubbee, alias Billy Bob.—Case No. 74.

Tah-pa-nis-sto-nah-ho-mah, a witness produced on the part of the claimant in the above case, being duly sworn & examined, testifies as follows: That he is about 60 years old, knows the claimant Nock-ah-

tubbee, and is no relation. The treaty of Dancing Rabbit Creek was about 14 years ago, when he knew claimant & his family well, and lived 5 miles from him. He was then a Choctaw head of a family, and had a wife, named Im-mah-tick-ah, present, and a child, unmarried, living with him, viz, Ne-la, then under 10—wife's child—dead—no issue. He then had a house and field on Pa-tick-fah, Mush-a-latubbee's district, now Kemper County; and his nearest neighbor, Tus-sah-hah. The land was good. He has always remained in ceded country; never went west. About four years after the treaty he was dispossessed by a man named Waters, when he left, and returned again to the same place soon after, when the same man again drove him off; he then went to Suck-a-natch-a, where he lived three years, when he was compelled to leave, it being a reserve and the reservee having sold the same, he was ordered off by the purchaser. He then moved to Black Water, where he still lives. The next summer after the treaty, when peaches were ripening, he attended with deponent and others at the factory, and there gave his name & child's name to Ward, the agent, to be registered for the five years' stay. Claimant took no part of the annuity, obtained no land under any other article of the treaty, nor within five years from the ratification thereof made any contract for the sale of his claim or land. He signed a paper which was agreed to between Little Leader and Alexander F. Young, at the house of Little Leader, about four years from the date of the treaty. The contents of that paper he never knew of his own knowledge. He knows a Choctaw named No-sa-cubbe, who went west has returned and claimes land.

Cross-examined by the agent of the board:

He thinks the paper to Young was made before he, the claimant, was first dispossessed. He mentions this paper just to inform that there was such a paper made, and because he (Mr. Young) never came back to see about it. He does not know where this paper is, or who took it when it was signed.

TAH-PA NIS STO NAH HO MAH, his + mark.

Sworn to & subscribed before us this 13th day of July, 1844.

GEO. S. GAINES,
S. RUSH,
Com's.

No. 82.

O-ki-a-cha or Toh-nup-pe-hoh-ja, dead, represented by his widow, Boh-tah-ho-yo, who states that deceased was a Choctaw and the Choctaw head of a family at the date of the treaty of Dancing Rabbit Creek. He claimed a section of land for himself under the 14th article of the treaty embracing his then improvement or a part of it ¼ mile west of Suck-a-natcha which was pointed out by Tah-pa-nis-sto-nah-ho-mah to William Cherry, who took the numbers as she is informed. He also claimed adjoining lands for the following unmarried children living with him at the date of the treaty, to wit:

1. Ho-yo-ho-nah, over 10.
2. Ow-wee-chah-ho-nah, under [10] grand child and adopted.

BOH-TAH-HO-YO, her + mark.

STATE OF MISSISSIPPI,
Ne-sho-ba County:

Personally appeared before me, Reuben Barrett, an acting justice of the peace for said county & State, Boh-tah-ho-yo, who being sworn states that the facts set forth in the foregoing application are true to the best of her knowledge, information, & belief.

BOH-TAHHO-YO, her + mark.

Sworn & subscribed to before me, on 20th day of April, 1843.

REUBEN BARRETT, [SEAL.]
Justice of the Peace.

O-ki-a-cha, or Tah-nap-pa-pah-jo, dead, represented by his widow, Bah-tah-ho-yo, being 4 feet 9 inches high and about 60 years old, being duly sworn, states: That at the treaty of Dancing Rabbit Creek, deceased was a Choctaw head of a family and had living with him the following unmarried children, viz:

1. Ho-yo-ho-nah, over 10, present.
2. Ow-wa-chah-ho-nah, under 10, adopted, her grand child, child of Ho-yo-ho-nah, present.

He, deceased, then had house & field on Suck a-natch-a, in Mush-u-la-tubbee district, now Kemper County, where he lived until his death about 5 years after the treaty, and about 2 years after she moved from that place being a reserve to Cop-pah-hah; a white man took possession of the place before she left; she still lives on Cop-pah-hah. He, deceased, attended at the factory, the store of Col. Gaines, within six months after the ratification of the theaty, and had his name and the names of his children registered by Col. Ward, the Gov't agent, for the five years' stay—she was with him there. Within five years after the treaty, he, deceased, never made any contract for the sale of his claim to her knowledge, nor did she of her own knowledge sign the paper at Little Leader's—never obtained any other grant of land.

BAH-TAH-HO-YO, her + mark.

Sworn to & subscribed before us, this 15 day of July, 1844.

GEO. S. GAINES,
S. RUSH,
Com'rs.

Tap-pa-nis-sto-nah-ho-mah, witness.

O-ki-a-cha, alias Tah nap pe hah jo, dead, by widow Bah-tah-ho-yo.—Case No. 82.

Tah-pa-nis-sto-nah-ho-mah, a witness produced on the part of the claimant in the above case, being duly sworn and examined, testifies as follows: That he is about 60 years old; knew the deceased, O-ki-a-cha, and was no relation to him. The treaty of Dancing Rabbit Creek was 14 years ago, when he knew him and his family well and lived one mile from him. He, deceased, was then a Choctaw head of a family, and had a wife, Bah-tah-ho-yo, and the following unmarried children, living with him, viz, 1. Ho-yo-ho-nah, then over 10, now present; and Ow-wa-chah-ho-nah, then under 10, present; the grandchild & child of Ho-yo-ho-nah. He then had a house and field on Suck a natcha, where he moved to soon after the treaty—after corn-pulling; the land good; deceased nor his children ever went west but always remained in the ceded country. About five years after the treaty he died, and two years after a white man took possession of the place, and she then moved to Cop

pah hah, where she still resides. He saw deceased at the factory—the store of Col. Gaines—within six months after the ratification of the treaty—about peach time—where he gave his name and the names of his children to Col. Ward in person, the agent, for the purpose of being registered for the five years' stay. Deceased took no part of the annuity; obtained no land under any other article of the treaty, to his knowledge; nor has deceased, to his knowledge, made any contract for the sale of his land within five years after the ratification of the treaty. He signed a paper which was agreed to between Little Leader and A. F. Young, at the house of Little Leader, about four years after the treaty, the contents of which paper he never knew of his own knowledge. He knows a Choctaw named Nosa cubbee, who went west, has returned and is claiming land. The treaty of Doak's Stand was twenty-four years ago, and the forenamed child, Ho-yo-ho-nah, was living with him, the deceased.

Cross-examined by the agent of the board:

He had a house and field at the date of the treaty. It was a very short time after the date of the treaty when he moved to Suck-a-natch-a. It was about five miles from his old place. He had a pretty smart field at the new place, and had a field at the old place, which was larger than the new one. He does not know how many moons it was after the treaty but it was considerably less than a year. It was as soon as he pulled his corn that he went, and he pulled corn as soon as it was dry enough. The weather had not become very cold yet. Ho-yo-ho-nah had been married before the treaty; her husband went west the first emigration. They never lived together. She lived with her parents, and her husband at his. Does not think he had any other wife. He did not see the claimant sign the paper to Young. He understood that he signed it. He did not hear it from claimant. He does not know from his own knowledge that he ever signed the paper to Young.

TAH-PA-MI-STO NAH HO MAH, his x mark.

Sworn to & subscribed before us this 15th day of July, 1844.

GEO. S. GAINES,
S. RUSH,
Comm'rs.

No. 83.

Wah-ki-ah-te-ah, a Choctaw, and the Choctaw head of a family at the date of the treaty of Dancing Rabbit Creek. She clams a section of land for herself under the 14th article of said treaty, embracing her then improvement or a portion of it ½ west of Suck-a-natch-a, which was pointed out by Tah-pa-nis-sto-nah-ho-mah to William Cherry, who took the numbers, as she is informed. She also claims adjoining lands for the following unmarried children living with her at the date of the treaty, to wit:

1. Ish-sho-na-ho-ka, over 10.
2. Ish-tim-mah-lah, under 10.
3. Ho-te-mah, under 10.

Her grandchild—4. E-lah-te-mah, under 10, adopted.
Her grandchild—5. Cun-ne-mah, under 10, adopted.

WAH KI AH TE AH, her x mark.

STATE OF MISSISSIPPI,
Ne-sho-ba Coun'y:

Personally appeared before me, Reuben Barrett, an acting justice of the peace for said county & State, Wah-ki-ah-te-ah, who being sworn states that the facts set forth in the foregoing application are true to the best of my knowledge, information, and belief.

WAH-KI-AH-TE-AH, her x mark.

Sworn and subscribed to before me on 20th day of April, 1843.

REUBEN BARRETT, [SEAL.]
Justice of the Peace.

Wah-ki-ah-te-ah (dead), represented by her daughter, Ish-tim-mah-lah as the next friend of the heirs, being 5 feet 2 inches high & about 26 years of age, who being sworn states: That at the date of the treaty of Dancing Rabbit Creek, deceased was the Choctaw head of a family & had then living with her the following unmarried children & grandchildren, viz:

1. Ish-sho-no-hoka, over 10 y's of age.
2. Ish-tim-mah-la, do. present.
3. Ho-te-mah, under 10 y's of age.
4. Elah-te-mah, do. grandchild.
5. Cun-ne-mah, do. present, do.

That deceased then lived ½ mile west of Shu quah natchu Creek, in Mush shu la tubbees district, now Kemper County, land good, where she continued to reside for about eight years after the treaty, when she removed to Cop pah hah where she remained till she died last fall. Neither she nor any of her children above named, ever went west, but always remained in the ceded country. That within six months after the ratification of the treaty, deceased attended the annuity at the Old Factory (Col. Gaines' store), & then went before the agent, Col. Ward, & had the names of herself & her children registered for the five years' stay under the 14 art. of the treaty. That deceased never received any grant of land under any other article of the treaty, nor did she ever within five years from the ratification of the treaty make any contract considered binding for the sale of any land, scrip, or other compensation to be awarded by government in satisfaction of her claim under the treaty as the said Ish-tim mah-lah believes—she did not sign the paper said to have been signed by a number of Choctaw men at Little Leader's.

ISH-TIM-MAH-LAH, her x mark.

Sworn to & subscribe before us, Sept'r 18th, 1844.

GEO. S. GAINES,
S. RUSH,
Commis's.

Wah-ki-ah-te-ah (dead), byher daughter Ish-tim-mah-lah.—Case No. 83.

Is-tah-ho-pah, a witness produced on the part of the claimant, being duly sworn & examined, testifies as follows: That he is about 60 years age, was acquainted with the claimant, Wah-ki-ah-te-ah, deceased, and was distantly related to her. That the treaty of Dancing Rabbit Creek was made about 14 years ago when he knew said deceased & her family well & then resided about ½ mile from her. That she was a Choctaw & then the Choctaw head of a family consisting of herself & the following unmarried children & grandchildren, viz:

1. Ish-sho-no-hoka, over 10 years of age, at home.
2. Ish-tim-mah-la, do. present.
3. Ho-te-mah, under ten years of age, present.
4. E-lah-te-mah, do. at home sick, grandchild.
5. Cun ne mah, do. present, do.

The last two were the children of her daughter Ish-sho-no-ho-ka & were treated by claimant as her own children, they with their mother all living with deceased, who was the head of the family. That she then resided about ½ mile west of Shu quah natcha Creek, where she had an improvement—a house & field—& where she continued to reside until her death, about 8 years after the treaty; the land was good. That neither deceased nor any of her children or grandchildren above named ever went west, but always remained in the ceded country. That he saw deceased at the annuity at the Old Factory (Col. Gaines' store) in the summer after the treaty, & saw her then go before the agent, Col. Ward, & give her name & the names of her children & grandchildren to the agent in person to be registered for the 5 years' stay under the 14th art. of the treaty. That deceased took no part of the annuity, never within the knowledge of deponent obtained any land under any other article of the treaty, & never to his knowledge made any contract within five years after the ratification of the treaty for the sale of her claim under the treaty. Deponent states that he knows of but one Choctaw who went west, returned, & is now claiming land. His name is No sa cubbee.

Examined by the board:

Claimant did not sign the paper agreed to between Little Leader and A. F. Young to his knowledge. Little Leader did not call upon the women to sign the paper.

IS TAH HO PAH, his x mark.

Sworn to & subscribed before us this 18th day of Sept., 1844.

GEO. S. GAINES,
S. RUSH,
Com's.

No. 93.

Nah-ho-lubbee, a Choctaw, & the Choctaw head of a family at the date of the treaty of Dancing Rabbit Creek, claims a section of land for himself under the 14th article of said treaty, embracing his then improvement, or a portion of it, which was pointed out by Tah-pa-nis sto nah ho mah to William Cherry, who took the numbers, as he is informed. He also claims adjoining lands for the following unmarried children living with him at the date of said treaty, to wit:

1. Wa-la, over 10.
2. Yim-ma-to-nah, over 10.
3. Ah be ne la, over 10.
4. Min tubbee or Dixon W. Lewis, under ten.

NAH-HO-LUBBEE, his x mark.

STATE OF MISSISSIPPI,
Na-sho-ba County:

Personally appeared before me, Ruben Barrett, an acting justice of the peace for said county and State, Na-ho-lubbee, who, being sworn, states that the facts set forth in the foregoing application for land under

said 14th article of said treaty are true to the best of his knowledge, information, and belief.

NAH-HO-LUBBEE, his x mark.

Sworn and subscribed to before me on 20th day of April, 1843.

RUBEN BARRETT, [SEAL.]
Justice of the Peace.

Nah-ho-lubbee, being 5 feet & 7 inches high and about 55 years old, being duly sworn, states: That at the treaty of Dancing Rabbit Creek he was a Choctaw head of a family, and had living with him a wife named Ah-sho-mah-to-nah & the following unmarried children, viz:

1. Wa-la, over 10, present.
2. Yun-ma-to-nah, over 10, absent, attending sick at home.
3. Ah-be-ne-la, over 10, absent, "
4. Dixon W. Lewis, under 10, absent at school.

He then had a house & field on Pon-tee in Mush a-la-tubbe district, now Kemper County, where he lived about 10 years after the treaty when he was dispossessed by white man named John Rivers; he then moved 5 miles from old place to Be-chin-co where still lives. He attended at the factory, the store of Col. Gaines, within six months after the ratification of the treaty, and had his name & his children's names registered by Ward, the agent, for the five years' stay. Ward was doing business there. Within five years from the treaty he never made any contract to sell his claim. About four years after the ratification he signed a paper which was agreed to between Little Leader & A. T. Young, by which paper, as he, the claimant, was informed, the said Young was to assist him in procuring his claim from the government, which claim the said Young has never obtained, and has long since ceased to act in the matter, as he deponent believes, & he the claimant therefore considers himself released from the obligation to Young, of whatever nature it may have been. The said claimant has never seen the paper since, and cannot say of his own knowledge where it is at present; never received any other grant of land.

NAH-HO-LUBBEE, his x mark.

Sworn to & subscribed before us this 13th day of July, 1844.

GEO. S. GAINES,
S. RUSH,
Com'rs.

Witness: Tah-pa-nis-sto-nah-ho-mah.

Nah-ho-lubbee.—Case No. 93.

Tah-pa-nis-sto-nah-ho-mah, a witness produced on the part of the claimant in the above case, being duly sworn & examined, testifies as follows: That he is about 60 years old, knows the claimant Nah-ho-lubbee, and is his cousin. The treaty of Dancing Rabbit Creek was about 14 years ago, when he knew claimant & his family well, and lived 5 miles from him. He was then a head of a Choctaw family and had a wife named Ah-sho-mah-to-nah, at home taking care, and the following unmarried children, living with him, viz: 1. Wa-la, then over 10, present; 2. Yim-ma-to-nah, then over 10, absent; Ah-be-ne-la, then over 10, absent; & Dixon W. Lewis, then under 10, now absent at school. He then had a house & field on Pon-tee, Mush-u-la-tubbee district, now Kemper County, and his nearest neighbor, that is now in this country, was Yock-ah-tubbee. The land was good. He and his children have always

lived in ceded country, never went west. He remained on his land until about 4 years ago, when he was dispossessed by a white man named John Rivers; he moved 5 miles west of the old place, where he still resides. He attended at the factory, the store of Col. Gaines, about the time the peaches were ripening, the summer after the treaty, and gave his name & his children's names to Ward, the agent, in person, who registered them as he verily believes; deponent, being at that time light horseman, called him up stairs to have his name registered, as he did all other with him, there being a great many in company for the purpose of having their names registered for the five years' stay. Claimant took no part of the annuity. He has obtained no land under any article of the treaty, to his knowledge; nor has he, to his knowledge, made any contract for the sale of his claim or land within five years from the ratification of the treaty. He signed a paper which was agreed to between Little Leader and A. F. Young, at the house of Little Leader, about four years after the treaty. The contents of that paper he never knew of his own knowledge. He knows a Choctaw, named No-sa-cub-bee, who went west, has returned, & is claiming land. The treaty of Doaks Stand was twenty-four years ago. He had three children living with him at that time.

Cross-examined by the agent of the board:

The paper spoken of as having been made in this case was made at the same time as those of which he has spoken in other cases in which he is a witness, and his knowledge as to the paper & the person to whom it was made is likewise the same as in the other depositions.

TA PA-NIS-STO NAH HO MAH, his x mark.

Sworn to & subscribed before us this 13th day of July, 1844,

GEO. S. GAINES,
S. RUSH,
Com'rs.

Shap-a-ho-ma, a witness produced & sworn on the part of the claimant, testifies as follows: That he knows the claimant, and the children present are claimant's children, and named, Dixon W. Lewis and Yim ma to nah, who were absent on the examination of the case. The other child Ab be ne la is very sick at home.

SHAP A HO MAH, his x mark.

Sworn to and subscribed before us this 12th day of September, 1844,

GEO. S. GAINES,
S. RUSH,
Com's.

STATE OF MISSISSIPPI,
Lauderdale County:

Personally came before me, J. B. Hancock, judge of probate of the county aforesaid, John Rivers, who, being duly sworn, deposeth and saith: That in December, 1836, he settled in Kemper County, in the State aforesaid, near a stream called Pontee; that Nah ho lubbee, a Choctaw Indian, was living on a farm on section 35, township 9, range 18 east. That said Indian remained on said farm with his family and cultivated the same until the beginning of the year 1841, about which time he removed a few miles west of said farm; deponent also saith that he was informed that said Indian was living on said farm previous to the treaty of 1830. That judging from the condition of the dwelling

and farm he supposes that the farm must have been settled ten or twelve years prior to 1837.

JOHN RIVERS.

Sworn to and subscribed Jan. 22, 1855.

I have been acquainted with the above-named affiant, John Rivers, & know him to be a reputable man & a credible witness.

J. B. HANCOCK,
Judge of Probate.

And I solemnly swear that I was well acquainted with the said Choctaw, Na-ho-lubbee, and know that he lived on the place designated in the foregoing affidavit at the date of Dancing Rabbit treaty in September, 1830, and until some time in the year 1841, when, being crowded by white settlers, he moved to another place a few miles distant. So help me God.

J. B. HANCOCK.

Sworn to and subscribed January 22d, 1855.

W. V. WHITE, [SEAL.]
Justice of the Peace.

THE STATE OF MISSISSIPPI,
Lauderdale County:

I, Benj. F. Parke, clerk of the probate court in and for the county of Lauderdale, State aforesaid, do hereby certify that Jubal B. Hancock, whose signature is appended to the within & above certificate, is and was acting judge of probate at the time of signing the same, duly elected, qualified, & commissioned according to law, & good faith & credit are due his official acts as such in judicature & thereout.

And I further certify that W. V. White, whose genuine signature is appended to affidavit of Judge Hancock, is and was at the time of signing the same an acting justice of the peace, duly elected, qualified, & commissioned according to law, & good faith and credit are due his official acts as such.

In testimony whereof I have hereunto set my hand & seal of office at Marion, January 22d, 1855.

[SEAL.] BENJ. F. PARKE, *Clerk.*

No. 97.

Col-la-shubbee, or Colbert, a Choctaw, & the Choctaw head of a family at the date of the treaty of Dancing Rabbit Creek, claims a section of land for himself under the 14th article of said treaty, embracing his then improvement or a portion of it on Hah-la-mutch-ah Creek, which was pointed out by claimant to H. C. Flack, who took the numbers as he *is* believes. He also claimed adjoining lands for the following unmarried children living with him at the date of the treaty, to wit:

1. Pis-sah-ni-yah, over 10.
2. Mah-la-ta-cubbee, over 10.
3. Oon-nish-e-ho-yo, under 10.
4. Een-lah-tubbee, under 10.
5. E-yim-mah-ho-ka, an adopted child (dead), and over 10 year' of age at treaty.

COL-LA-SHUBBEE, or COLBERT, his x mark.

STATE OF MISSISSIPPI,
Ne-sho-ba County:

Personally appeared before me, Reuben Barrett, an acting justice of the peace for said county & State, Col-la-shubbee, or Colbert, who being sworn, states that the facts set forth in the foregoing application are true to the best of his knowledge, information, & belief.

COL-LA-SHUBBEE, or COLBERT, his x mark.

Sworn & subscribed to before me on 20th day of April, 1843.

RUEBEN BARRETT, [SEAL.]
Justice of the Peace.

Colla shubbee, or Colbert, a full-blood Choctaw, 5 feet & 4½ inches high & about 50 years of age, being duly sworn, states: That at the date of the treaty of Dancing Rabbit Creek claimant was the Choctaw head of a family & had then living with him the following unmarried children, viz:

1. Pis sah ni o ka, or Pis sah ni yah, over 10 ys. of age; dead.
2. Mah la ta cubbee, do.
3. Oon tish e hoyo, or Oon nish lhoyo do.
4. Een lah tubbee, under 10 ys. of age.
5. E yim mah hoka, over 10, adopted. The lad was the child of claimant's wife's sister, who died before the treaty, when claimant's wife took the child, adopted it, & treated it as her own.

That claimant then lived in Allah mutch ah, Old Town, within ten miles of Shee quah natchee Creek, in Nittuckachee's district (now Lauderdale County), where he had an improvement of a house & field, and where he had continued to reside for two years, when four white men dispossessed him and he moved to another place about 20 miles off, where he has continued to reside ever since; he don't know the names of the white men. Neither claimant nor any of his children above named ever went west, but have always remained in the ceded country. That within six months after the ratification of the treaty claimant attended a council at Chellitah homah's & had his name & the names of his children put down on a list of applicants for the five years' stay, under the 14th art. of the treaty by Pierre Juzan, which list was afterwards, at the annuity at the Old Factory, presented by said Juzan to the agent, Col. Ward, for registration. That claimant has never received any grant of land under any other article of the treaty, & never, within five years from the ratification of the treaty, made any contract considered binding for the sale of any land scrip or other compensation to be awarded by government in satisfaction of his claim under the treaty.

COLLASHUBBEE, or COLBERT, his x mark.

Sworn to & subscribed before us, 2nd Octr., 1844.

GEO. S. GAINES.
S. RUSH.

Colla shubbee, or Colbert.—Case No. 97.

Oak-lah-ho mah, or Cun ne ah shubbee, a full-blood Choctaw, being duly sworn & examined, testifies as follows: That he is about 60 years of age & not related to claimant. That at the date of the treaty of Dancing Rabbit Creek, which was about 14 years ago, deponent was well acquainted with claimant & his family. He then lived about twenty (20) miles from him. Deponent was a captain & claimant was one of his warriors. That he is a Choctaw, & was then the head of a

Choctaw family, & had living with him the following unmarried children, to wit:

1. Pis-sah-ni oka, or Pis-sah-ni yah, over 10 ys. of age, since dead.
2. Mah la-ta cubbee, do. present.
3. Oon tish e hoyo, or Oon nish e hoyo, do. present.
4. Een lah tubbee, under 10 ys. of age, do.
5. E yim mah hoka, over 10 ys. of age, dead; adopted. The last child was the child of claimant's wife's sister, who died before the treaty. Claimant then took the child, adopted it, and treated it as his own.

Claimant then lived in Allah mutch ah, Old Town, about ten (10) miles from Suquahnatcha Creek, in Nittuckachee's district (now Lauderdale County), where he had an improvement of a house & field, & where he continued to reside for about two (2) years after the treaty, when he brought his family into the neighbourhood of deponent, & settled near him about one mile from Ponta Creek, where he has lived ever since. Claimant informed deponent, when he came to his neighbourhood, that he had been driven from his place by white men. Neither claimant nor any of his children above named have ever removed west, but have always remained in the ceded country.

Deponent attended a council in the summer after the treaty at the house of Chilletahhomah. It was called for the purpose of making out a list of those who wished to stay five years & take the benefit of the 14 art. of the treaty. Claimant was there & deponent saw him give in to Pierre Juzan, who made out the list, the names of himself & of his children to be registered for the five years' stay. Deponent afterwards saw Juzan at the annuity at the Old Factory; went in company with him there, & saw him present to the agent, Col. Ward, the list of applicants for the five years' stay, made at the council at Chilletahhomah's, for registration.

Claimant has never, to deponent's knowledge, received any grant of land under any other article of the treaty, & never to his knowledge within five years from the ratification of the treaty made any contract for the sale of his claim under the treaty.

Deponent knows of no Choctaw who ever went west, returned, and is now claiming land.

OAK LAH HO MAH, his x mark.

Sworn to & subscribed before us this 3d day of October, 1844.

GEO. S. GAINES,
S. RUSH,
Com's.

No. 107.

Pock-ah-mah, dead, represented by her daughter, Im-mo-na-ho-ka, or Nah wa, as the next friend of the heirs, who states that deceased was a Choctaw, and the Choctaw head of a family at the date of the treaty of Dancing Rabbit Creek; she claimed a section of land under the 14th article of said treaty, embracing her then improvement, or a part of it, one-half mile east of Suck-a-natcha, which was pointed out by Tah-pa-nis-sto-nah-ho-mah to William Cherry, who took the numbers as she is informed.

NAH WA, or IM-MO-NA-HO-KA, her x mark.

THE STATE OF MISSISSIPPI,
Ne-sho-ba County:

Personally appeared before me, Reuben Barrett, an acting justice of the peace for said county & State, Im-mo-na-ho-ka, who, being sworn, states that the facts set forth in the foregoing application are true to the best of his knowledge, imformation, and belief.

NAH WA, or IM-MO-NA-HO-KA, her x mark.

Sworn & subscribed to before me on 20th day of April, 1843.

REUBEN BARRETT, [SEAL.]
Justice of the Peace.

Pock-ah-mah (dead), represented by her daughter, Im-mo-na-ho-ka, or Nah-wa, 5 feet & ¾ inches high, & about 70 years of age, who, being sworn, states: That at the date of the treaty of Dancing Rabbit Creek deceased was the Choctaw head of a family; that deceased then lived about ½ mile east of Shu quah natcha Creek, in Mush shu la tubbee's district, now Kemper County, where she had an improvement of a house & field, good land, & where she continued to reside until her death, about nine (9) years after the treaty; she never went west, but always remained in the ceded country; that within six months after the ratification of the treaty deceased attended the annuity at the Old Factory (Col. Gaines' store), & then went before the agent, Col. Ward, & had her name registered for the five years' stay under the 14 article of the treaty; that deceased never received any grant of land under any other article of the treaty, nor did she ever, within five years from the ratification of the treaty, make any contract considered binding for the sale of any land, scrip, or other compensation to be awarded by government in satisfaction of her claim under the treaty; deceased was not present at Little Leader's at the time it was said a number of Choctaw men signed a paper agreed upon between Little Leader & A. F. Young; she did not sign that paper, nor does the said Im-mo-nah-ho-ka believe that deceased ever signed any paper within the five years after the ratification of the treaty relating to her claim under the treaty.

IM-MO-NA-HO-KA, her x mark.

Sworn to & subscribed before us Sept'r 18th, 1844.

GEO. S. GAINES.
S. RUSH.

Pock-ah-mah (dead), by her daughter, Im-mo-na-ho-ka.—Case No. 107.

Tah-pa-nis-sto-nah-ho-mah, a witness produced on the part of the claimant, being duly sworn & examined, testifies as follows: That he is about 60 years of age & distantly related to claimant; that at the date of the treaty of Dancing Rabbit Creek, which was about 14 years ago, he was well acquainted with deceased; he then lived about 2 miles from her; she was a Choctaw, & was then considered the head of a separate family, living in a separate house, & cultivating a separate field, which belonged to her as her separate improvement; that deceased then resided about ½ mile east of Shu quah natcha Creek, in Mush shu la tubbee's district, now Kemper County, where she had her improvement of a house & field, & where she continued to reside until her death, about nine (9) years after the treaty; she never went west, but always remained in the ceded country; that he saw deceased at the annuity at the Old Factory (Col. Gaines' store) in the summer after the treaty, & saw her then go before the agent, Col. Ward, & give in her name to be regis-

tered for the five years' stay under the 14 art. of the treaty; that deceased took no part of the annuity that year; never within the knowledge of deponent obtained any land under any other article of the treaty, and never to his knowledge made any contract within five years from the ratification of the treaty for the sale of her claim under the treaty; deceased was not present at Little Leader's when a number of Choctaw men signed the paper agreed upon between Little Leader & A. F. Young, and deponent does not believe that deceased ever signed any paper relating to her claim under the treaty within five years from the ratification of the treaty. He knows of but one Choctaw who ever went west, returned, and is now claiming land; his name is No-sa-cabbee.

TAH-PA-NIS-TO-NA-HO-MAH, his x mark.

Sworn to & subscribed before us this 18 day of Sept., 1844.

GEO. S. GAINES,
S. RUSH,
Com's.

No. 114.

Ah be ti yah, being five feet and 5½ inches high and about 35 years of age, states that he is a full-blood Choctaw, and that at the treaty of Dancing Rabbit Creek was the head of a Choctaw family, and had then living with him one child under ten years of age, to wit: I-a-mah, present. That he lived a ¼ mile east of Pearl River and a ¼ mile west of Os skif a li ah Creek, in Leflor's district; land very good; used spring water. That he continued to reside upon his improvement till driven off by a white man, named Amos Morris, about 5 years after the treaty, when he removed with his family about 3 miles east to a Choctaw village called Yock a na chick i mah, where he lived 2 years, and was again driven off by a white man, whose name was Greer; he then moved to west side of Pearl, near its junction with Pinishshuk, and after being there for a time removed higher up the river, near the mouth of Nock chu peau tah Creek, where he now resides. Never went west, but has always remained in the ceded country. Being desirous to remain, become a citizen of the State, and take lands under the 14th article of the treaty, he, within six months from the ratification of the treaty, signified his intention to Ward, the agent, to have his name and his child's registered. Ward refused to register their names. That he never claimed land under any other clause of the treaty, and never within five years of the ratification of the treaty made a contract, which he considers binding, to transfer or sell any land, scrip, or other compensation to be awarded by gov't in satisfaction of his claim under the treaty.

AH-BE-TI-YAH, his x mark.

Sworn to & subs'd before us at Hopahka, this 30th Jan., 1843.

J. F. H. CLAIBORNE.
RALPH GRAVES.

Yok ha toh, Jim Belingonah.

No. 118.

Pa-sah-tubbee, being 5 feet & 4½ inches high and about 35 years of age, but says he is ten, little scar on his right cheek-bone, states that at the date of the treaty of Dancing Rabbit Creek he was the Choctaw

head of a family; he had a wife. He then had an improvement, a house and field, in Leflor's district, ½ mile east of Pearl River; land good; used spring water. He continued to live there until driven off by Amos Morris, about four years after the treaty, when he moved to Se-ne-ah-sah, and continues to live there. Never went west, but always remained in the ceded ter'itory. Within six months from the ratification of the treaty he determined to signify to Ward, the agent, his intention to remain, become a citizen of the State, and take lands under the 14th article of the treaty, but Ward refused to register his name. Received no grant of land under any other article of the treaty, and never within five years from the ratification of the treaty made any contract considered binding for the sale of any lands, scrip, or other compensation to be awarded by gov't in satisfaction of his claim under the treaty.

PA-SAH-TUBBEE, his x mark.

Sworn to & subscribed before us at Hopahka this 1st Feb., 1843.

JOHN F. H. CLAIBORNE.
RALPH GRAVES.

Yock-ha-tah.

No. 123.

Tah-nam-pish-ti-ah, being 5 feet & 8 inches high, & about 35 years of age, small scar under his left eye and on his upper lip, states that at the treaty of Dancing Rabbit Creek he was the head of a Choctaw family; he then had living with him two unmarried children under ten years of age, to wit:

1. Tah ho nah, present.
2. Lo mahu tah, present.

He then had an improvement, a house & field, in Leflor's district; 100 yards east of Keu-touk-ka; land good; used spring water; he continued to live there until the death of his father-in-law, Che-no-la, who lived near him, when his wife left and went to her relations on Yok a nooka na; claimant with relations followed his wife; according to the custom of the Choctaws, no one could take possession of his improvement without his consent, although he had moved from it. Claimant alleges he did not leave his place with a view of abandoning the same, for it was by their custom still absolutely under his control; he never went west, but always remained in the country ceded; within six months of the ratification of the treaty he determined to signify to Ward, the agent, his intention to remain five years in the country, become a citizen of the State, and take lands under the 14th article of the treaty; for this purpose he attended a council at Turnbull's, and had his name and the number of his children put on Capt. Picken's list, which was handed to Ward at the annuity at Leflor's by Socka tubbee. He received no other grant of land under any other article of the treaty, and never, within five years of the ratification of the treaty, made any contract which he considers binding for the sale of any land scrip or other compensation to be awarded by government in satisfaction of his claim under the treaty.

TAH NAM PISH TI AH, his x mark.

Sworn to & subscribed before us at Hopahka, Feb'y 2d, 1843.

RALPH GRAVES.
J. F. H. CLAIBORNE.

No. 127.

Hannah Wilson, being 5 feet & 1 inches high, and about years of age, small scar on the left jaw, states that at the date of the treaty of Dancing Rabbit Creek she was Choctaw head of a family; she then had two unmarried children living with her over ten years of age, to wit:

1. Im mi a cha ho nah (dead).
2. Un noom pi ha mah ,present.

She then had an improvement, a house and field, in Leflor's district, 1¼ miles east of Yellow butcha and ¼ mile south O-pah-bi-oak; land level and good; used branch water. She has continued to reside there ever since the treaty. Within six months from the ratification of the treaty she determined to signify to Ward, the agent, her intention to remain in the country five years, become a citizen of the State, and take lands under the 14th article of the treaty; to effect this object she attended the council at Turnbull's and had her own name and that of her children put on Cobb's list, which list was handed by Pah-lubbee to Ward as she is informed. She has received no other grant of land under any other article of the treaty, and never, within five years from the ratification of the treaty, made any contract which she considers binding for the sale of any land scrip or other compensation to be awarded by gov't in satisfaction of her claim under the treaty.

HANNAH WILSON, her x mark.

Sworn to & subs'd before us at Hopahka this 2d Feb., 1843.

JOHN F. H. CLAIBORNE.
RALPH GRAVES.

Pah-lubbee.

No. 135.

Po nah (dead), represented by her only child, Fo-lo-tah, being 5 feet & 7 inches high and about 25 years of age, scar near his right eye, who states that at the date of the treaty of Dancing Rabbit Creek deceased was the Choctaw head of a family; she then had living with her one unmarried child over ten years of age, to wit:

1. Fo-lo-tah, present.

She then had an improvement, a house and field, in Leflor's district, 3 miles west of Pearl River and 2 miles east of Pin-na-shook, on a branch called It-ta-wa-ka; her house was situated in the yard of Ah-bow-wa-tubbee; she continued to reside there for three years after the treaty, when she was driven off by the wife of Ah-bow-wa-tubbee; she moved about 1 mile from that place, where she continued to live until her death, about 7 months ago; her son still resides there; never went west, but always remained in the country ceded. Within six months from the ratification of the treaty she determined to remain in the country five years, become a citizen of the State, and take lands under the 14th article of the treaty; she sent her name by Yock ha tah to Ward at the annuity at Laflore's, but Ward refused to register her name. She received no other grant of land under any other article of the treaty, and never, within five years from the ratification of the treaty, made any contract considered binding for the sale of any land scrip or other compensation to be awarded by gov't in satisfaction of her claim under the treaty.

FO-LO-TAH, his x mark.

Sworn to & subscribed before us at Hopahka, this Feb. 3d, 1843.

JOHN F. H. CLAIBORNE.
RALPH GRAVES.

Yock ha tah.

No. 145.

Ish-te-mi-ah (dead), died about five years after the treaty; represented by her daughter Im-mah-ho-to-nah as the next friend of the heirs, being 5 feet & ¼ inches high and about forty years of age, no scars, who states that at the date of the treaty of Dancing Rabbit Creek deceased was the Choctaw head of a family; she then had three unmarried children living with her over ten years of age and two under ten, to wit:

1. Me-he-o-tubbee, present.
2. Me-hane-lah-ho-nah, present.
3. Tah-hah-to-co-nah, present.
4. Al-ba-ho-nah, present.
5. Mock-co-nah, present.

And one child, who was the head of a family, the next friend of the heirs, to wit: Im-mah-ho-to-nah, present. These are all the heirs of said deceased. She then had an improvement, a house and field, in Leflor's district, ½ mile west of Yel-low-butch-ah; land good; used branch water; she continued to live there for four years after the treaty, when several white men, who were strangers to her, came looking at the land, tracing the lines, who told her she ought to go west, she ought not to live there; she became frightened, believing they would compell her to go west; she left there and settleded 100 yards north of Cobb's Creek, where she resided until her death, about one year after, and her family have remained there and in the immediate neighborhood ever since; none of them never went west, but always remained in the country ceded. Within six months from the ratification of the treaty she attended the annuity at Ben Leflor's to signify to Ward, the agent, her intention to remain five years in the country, become a citizen of the State, and take lands under the 14th article of the treaty; she went to where Ward was doing business, but he refused to register her name. Received no other grant of land under any other article of the treaty, and never, within five years from the ratification of the treaty, made any contract considered binding for the sale of any land, scrip, or other compensation to be awarded by gov't in satisfaction of said claim under the treaty.

IM-MAH-HO-TO-NAH, her x mark.

Sworn to & subscribed before us at Hopahka, this 7th February, 1843.

RALPH GRAVES.
J. F. H. CLAIBORNE.

No. 146.

Nockasha, being five feet & six ½ inches high, & about thirty-four years of age, states that at the date of the treaty of Dancing Rabbit Creek he was the Choctaw head of a family, & had then living with him a wife & one child under 10 y'rs of age, to wit, Alosa, dead; that this child died a short time after the treaty; his wife left him & emigrated west. That he then had an improvement, a house & field, in Leflore's district, on the west side of Ahbiakka Creek, 200 y'ds from it—land level & good; creek water—where he continued to live until his child died; his wife left him, & all his people removed & left him alone; the white people began to settle thick in his neighbourhood. When he heard that Ward had spoiled the papers & he could get no land, he

then moved to Cobb's old place, on the west bank of Pearl River, & married again, where he has continued to reside ever since. That he never went west, but has always remained in the country ceded; that within six months from the ratification of the treaty he determined to remain in the country five years, become a citizen of the State, & take lands under the 14 art. of the treaty; for this purpose he attended the annuity at Ben. Leflore's & signified to Ward, the agent, his intention as aforesaid, but he refused to register his name. That he never rec'd any other grant of land, nor ever, within five years from the ratification of the treaty, made any contract which he considers binding for the sale of any land, scrip, or other compensation to be awarded by gov't in satisfaction of his claim under the treaty.

NOCKASHA, his x mark.

Sworn to & subscribed before us at Hopahka, Feb'y 8th, 1843.

RALPH GRAVES.
J. F. H. CLAIBORNE.

Nola.

No. 147.

I-haith-lah, dead; died about six years after the treaty; represented by her grandchild, who was adopted by her prior to the treaty, Me-ah-ho-ka, as next friend of the heirs, being five feet & three inches high, & about 25 years of age, who states that at the date of the treaty of Dancing Rabbit Creek dec'd was the Choctaw head of a family & had then living with her one unmarried grandchild over 10 years of age, to wit, the said (1) Me ah ho ka, present; that she had an improvement, a house & field, in Leflore's district, half a mile southeast of Funnegusha—land first-rate; branch water—where she continued to live until she was driven off by Ellick Fragin, a half-breed, whose claim under the 19 article covered her place, about one years after the treaty; that she then removed to the west side of Pearl River at Cobb's old place, where she continued to live till her death, about six years after the treaty; her representative then removed to her aunt's, Ath la tonah, on Buckshenockabu, where she has remained ever since. Dec'd left three children besides her said grandchild at her death, viz: 1. Ath-la-to-nah; 2. Shaletah; 3. Checubbee, all present, as her only heirs. That within six months from the ratification of the treaty she determined to signify to Ward, the agent, her intention to remain in the country, become a citizen of the State, & take lands under the 14 article of the treaty; for this purpose she sent her name by Bahpasah, her son-in-law, to Ward, the agent, together with the name of her grandchild, at the annuity at Leflore's, but he refused to register them. That she never rec'd any other grant of land, & never, within five years from the ratification of the treaty, made any contract considered binding for the sale of any land, scrip, or other compensation to be awarded by gov't in satisfaction of her claim under the treaty.

ME-AH-HO-KAH, her x mark.

Nola-nockaha.

The within sworn to & subscribed before us at Hopahka, this 8th Feb., 1843.

JOHN F. H. CLAIBORNE.
RALPH GRAVES.

No. 155.

Bahpasah, dead; died about five years after the treaty; represented by his widow, Aithlatonah, his widow, or next friend of the heirs, being 4 feet & 11¾ inches high, & about 66 y'rs of age, who states that at the date of the treaty of Dancing Rabbit Creek dec'd was the Choctaw head of a family, & had then living with two children under 10 y'rs, one of which was the child of his wife and adopted by him before the treaty, to wit:

1. Tah lah howah, dead.
2. Jo lo tubbee, dead.

That he then had an improvement—a house & field—in Leflore's district on the west side of Ahbrakka Creek—land good—water—where he resided until the white people began to settle thick in his neighborhood. Choctaws around emigrated & he was left alone; he moreover settled near his friends, believing he had a right to do so under the treaty. He then moved to Cobb's old place on the west bank of Pearl River, where he continued to live till his death, about 5 years after the treaty, prior to which his own child, Joh loh tubbee, died; at his death he left his widow and his adopted child Tah lah howh as his only heirs, since which his said child died, leaving Nockesha & Ishwah kiah, former present, the latter absent, the only heirs of said child being his brother & sister, he having died without issue. His family continued to reside at the same place until two years after his death, when Tobias Ward took the place from them & they removed to Buckchenorhabee, where they still reside. That they have never been west, but have always remained in the county ceded. That within six months from the ratification of the treaty the said dec'd determined to remain in the county, become a citizen of the State & take lands under the 14 art. of the treaty. For this purpose he attended the annuity at Ben Leflore's & signified his intention to the agent as aforesaid, but he refused to register his name. That he never rec'd any other grant of land & never within five years from the ratification of the treaty made any contract considered binding for the sale of any land, scrip, or other compensation to be awarded by gov't in satisfaction of his claim under the treaty.

AISH LA TONAH, her x mark.

Sworn to & subscribed before us, at Hopahka, February 8th, 1843.

RALPH GRAVES.
J. F. H. CLAIBORNE.

No. 156.

Cha cubbee, being five feet & five½ inches high, & about 45 y'rs of age, says, *i. e.*, states that at the date of the treaty of Dancing Rabbit Creek he was the Choctaw head of a family & had then living with him a wife, Mahhonah, & one child adopted, being the child of his wife, named Immillahoyo, under 10 y'rs of age, gone west. That he then had an improvement of a house & field in Leflore's district, 200 y'ds west of Ahbahakkah Creek, where he continued to live till about one year after the treaty, when his said wife & adopted child determined to go west & all the Choctaws around him had emigrated. He then moved to Pearl River, and settled on the west bank at Cobbs old place, where he continued to live for seven years, when he married a womnn living in

Beahsha Creek, & he went to live with her & has remained there ever since. That he never went west, but has always remained in the country ceded. That within 6 mo's after the ratification of the treaty he determined to remain in the county, become a citizen of the State, & take lands under the 14 article of the treaty. That he went before Ward, the agent, for this purpose at the annuity at Ben Leflore's, but Ward refused to register his name. That he never rec'd any other grant of land & never within 5 y'rs from the ratification of the treaty made any contract he considers binding for the sale of any land, scrip, or other compensation to be awarded by gov't in satisfaction of his claim under the treaty.

CHA CUBBEE, his x mark.

Sworn to & subscribed before us, at Hopahka, Febr'y 9th, 1843.

RALPH GRAVES.
J. F. H. CLAIBORNE.

Nockesha.

No. 163.

Tick bambee, being five feet & 8½ inches high & about 41 years of age, scar on his under lip, states that at the date of the treaty of Dancing Rabbit Creek he was the Choctaw head of a family & had then living with him a wife named Justini & 4 children under 10 y's of age, present, viz:

1. Silis.
2. Rachael.
3. Polly.
4. Nicholas, all living with him at date of the treaty.

That he then lived 10 steps west of Bogue Sheelah, 2 miles west of Big Black River, in Leflore's dist.; had good land & had branch water; had an improvement of a house & field.

That after remaining on his improvement three years his brother-in-law, Swamy Durant, who lived on the other side of Big Black, was stabbed, & he went with his family to take care of him, leaving his place in the care of Wm. Taylor, who lived near him & cultivated a field under a common fence. That he remained with his brother-in-law, Durant, until he died, about six weeks after he was stabbed. That his brother, Iksanumpulli, who lived near Durant's, then proposed to him to remain & assist him that year in tending his crop. That claimant consented to do so, & made an arrangement with Taylor, in whose care he had left his place, to tend his crop which he had planted before leaving. That he remained that year with Iksanumpulli. That at the expiration of that year he went to his father-in-law, Chas. Durant's, & remained one year, then settled a place near Durant's & remained on it 3 years, then went to live with a man named Suggs, where he remained 3 years, then went to Long Creek near Durant's & lives there still; that he never left the neighborhood of his improvment, never went west, but always remained in the ceded country.

That within 6 mos. from the ratification of the treaty he went to the annuity at Leflore's to signify to the agent, Ward, his intention to remain, become a citizen of the State, & take lands under the 14 art. of the treaty. That he went before Ward for this purpose, but Ward refuse to register his name. That he has never rec'd any other grant of land under the treaty, & never within 5 years from the ratification of the

treaty made any contract he considers binding for the sale of any land, scrip, or other compensation to be awarded by government in satisfaction of his claim under the treaty.

TICK BAM BEE, his x mark.

Sworn to & subscribed before us, at Hopahka, Feb'y 13th, 1843.
RALPH GRAVES.
J. F. H. CLAIBORNE.

Three children born since the treaty, viz: Ellis, Solomon, Lewis.

No. 166.

Ahteubbee, being 5 feet & 5¼ inches high, & about 50 years of age, a projecting tusk, very dark, drab-like appearance, states that at the date of the treaty of Dancing Rabbit Creek he was the head of a Choctaw family & had then living with him one unmarried child, one 10 y's of age, & 2 children under 10 y's of age, viz:

1. Emahlee, present, over 10 y's.
2. Uth le ohubbee, present, } under 10 y's.
3. Ick ki onubbee, present, }

That he then lived ½ mile east Ah to kah chal nochabee Creek in Leflore's dist., and good branch water; had an improvem't, house & field; remained there 4 years after treaty; went down to white settlements to pick cotton & remained more than a year; in the meantime his father-in-law, who accompanied him, died; when he left home he intended to return to his place, but when he got to Stimilahhachee's, upwards of 5 y's after the treaty, he concluded to settle near him on Gerhusohana; he did so & remained there ever since; never removed west.

That within 5 years after the ratification of the treaty he determined to signify to Ward, the agent, his intention to remain, become a citizen of the State, & take lands under the 14 art. of the treaty; that he went to the annuity at Leflore's for this purpose, but Ward refused to register his name.

That he never rec'd any other grant of land & never within 5 yr's from the ratification of the treaty made any contract he considers binding for the sale of any lands, scrip, or other compensation to be awarded by gov't in satisfaction of his claim under the treaty.

AH-TE-UBBEE, his x mark.

Sworn to & subsc'd before us, at Hopahka, this 14th Feb., 1843.
JOHN F. H. CLAIBORNE.
RALPH GRAVES.

No. 167.

Tehoya, being five feet & two inches high, & about 44 years of age, states that at the date of the treaty of Dancing Rabbit Creek she was the Choctaw head of a family, & had then living with her 4 unmarried children under 10 y'rs age, viz:

1. Im-mah-no-wa-honah, present.
2. Ah-to-sho-wah-honah, gone west.

3. Mi-in-tonah, present.
4. Ah-pa-sambee, dead.

That she then lived ¼ mile east of Big Black River, in Leflore's dist.; had an improvement of a house & field; land good; spring water; lived there three years after the treaty; then removed miles off, & remained there three years; then married & moved west of Big Black, where her husband died one year after; then returned to the east side of Big Black, & lived with her son-in-law, Jefferson Durant, where she still lives. She never removed west, but always lived in the ceded country.

That within six months from the ratification of the treaty she went to the annuity at Leflore's to signify to the agent, Ward, her intention to remain & become a citizen of the State & take lands under the 14 art. of the treaty; that she went before Ward for this purpose, but he refused to register her name.

That she never rec'd any other grant of land, & never within five years from the ratification of the treaty made any contract she considers binding for the sale of any land, scrip, or other compensation to be awarded by gov't in satisfaction of her claim under the treaty.

TE HOY A, her x mark.

Sworn to & subscribed before us, at Hopaka, Feb'y 14th, 1843.

RALPH GRAVES.
JOHN F. H. CLAIBORNE.

No. 173.

Swansy Durant (dead) died 3 years after the treaty, represented by his sister Justine, being five feet 5¼ inches high, & about 30 years of age, who states that at the date of the treaty of Dancing Rabbit Creek dec'd was the Choctaw head of a family, & had then living with him a wife, named Ste ah kiah homah, but no child.

That he then lived ¼ mile north of Long Creek, & 5 miles east of Big Black, in Leflore's district; land good, & spring water; had an improvement of house & field, where he lived till his death, leaving no child, but the following full-blood brothers & sisters, viz:

1. Justine.
2. Francis.
3. Susey.
4. Harriet.

And the following ½ brothers & sisters, viz:

1. Melissa.
2. Ellen.
3. Peter.
4. July.
5. Taylor.
6. Davy Crockett (born after death of Swansy Durant).

That within 6 mos. after the ratification of the treaty he went to the annuity at Leflore's to signify to the agent, Ward, his intention to remain, become a citizen of the State, & take lands under the 14 art. of the treaty. That he went before Ward for this purpose, but Ward refused to register his name.

That he never rec'd any other grant of land, & never within 5 y'rs of the ratification of the treaty made any contract he considered binding

for the sale of any land, scrip, or other compensation to be awarded by gov't in satisfaction of his claim under the treaty.

JUSTINE, her x mark.

Sworn to & subs'd before us, at Hopahka, 15th Feb., 1843.

RALPH GRAVES.
J. F. H. CLAIBORNE.

Chas. Durant.

No. 183.

Miya, being fore feet & 2 inches high, & 30 years of age, states that at the date of the treaty of Dancing Rabbit Creek she had a husband named Im mahlahubbee; that her said husband had another wife named Stonohcha, living in Coffee bogue, 16 miles from her residence on Standing Pine; that he sometimes staid with one & sometimes with the other; that she had the principal burden of providing for her children, & managed her affairs as she thought proper; that shortly after the treaty her said husband & his other wife determined to remove west, & did so remove with the fist emigration; that she & her children determined to remain, become citizens of the State, & apply for the benefit of the 14 art. of the treaty, she considering herself the head of her family, & as such entitled to apply for the benefit of said article; that she then had living with her two children under 10 ys. of age, to wit:

1, Pawshishtambee, present.
2, Can oon temah, present.

That she then lived ½ mile west of Standing Pine Creek; land good; used branch water; had an improvement of a house & field in Leflore's dist.; that she continued on her improvement until the fall after the treaty, when she removed to her fathers, on Bo look tah Creek; remained there until four years after the treaty, when Chambers, a white man, drove them off; removed to Tuscahlametah, where they remained two years, when they were driven off by John Hadley. They then settled on the east side of Pearl River, three miles from Carthage, where they have remained ever since. That neither she nor her children have ever been west, but have always remained in the country ceeded.

That within 6 mos. from the ratification of the treaty she determined to signify her intention to Ward, the agent, to remain in the country, become a citizen of the State, & take lands under the 14 art. of the treaty. She went to the annuity for this purpose, but Ward refused to register her name.

That she never recd. any other grant of land, & never within five years from the ratification of the treaty made any contract which she considers binding to sell any land, scrip, or other compensation, to be awarded to her in satisfaction of her claim under the treaty.

MIYA, her x mark.

Sworn to & subscribed before us at Hopahka, Feb'y 17th, 1843.

RALPH GRAVES.
J. F. H. CLAIBORNE.

Ahbahnahtubbee.

No. 185.

Illahochubbee (dead), died 2 yrs. after treaty; represented by his widow, Im-mel-la, as next friend of heirs, being five feet & two ¼ inches high, &

about 30 years of age, but says she is 20; who states that at the date of the treaty of Dancing Rabbit decd. was the Choctaw head of a family; had a wife, Immilla, & one child under 10, Oakishtahla.

That he then lived 300 yds. east of Attokahchahnockobee Creek in Leflore's district; land good, & branch water; had an improvement of house & field, where he continued till his death, 2 ys after the treaty; his family continued there three years longer, when they moved to the relations of Immilla on Alleslook, where they have remained ever since. Never went west, but always remained in ceded country.

That within 6 mos. after the ratification of the treaty decd. went to the annuity at Leflor to signify to the agent, Ward, his intention to remain & become a citizen of the State, & take land under the 14 art. of the treaty. That he went before Ward for the purpose, but Ward refused to register his name.

That he never recd. any other grant of land, & never within 5 ys. from the ratification of the treaty made any contract he considers binding for the sale of any land, scrip, or other compensation in satisfaction of his claim under the treaty.

IMMELLA, her x mark.

Sworn to & subscribed before us, at Hopahka, Feb'y 17th, 1843.

RALPH GRAVES.
J. F. H. CLAIBORNE.

Jno. Belingonoh.

No. 205.

Robinson Carnes, being six feet & one inch high, & about thirty years of age, states that at the date of the treaty of Dancing Rabbit Creek he was the Choctaw head of a family, & had then living with him a wife, Mintohonah, & one child, under 10 yrs. of age, named Willis.

That he then lived ½ mile west of Yockenookann River, in Leflore's district, where he had an improvement of a house & field—land good—used branch water; remained on his improvement for 3 years after the treaty. During a temporary absence his house was broken open by a white man named Condroy, who, after having taken forcible possession, retained it for 2 years, when claimant heard that Gordon D. Boyd had bought it. That he never went west or left the ceded country.

That within 6 mos. from the ratification of the treaty he went to the annuity at Leflore's to signify to the agent, Ward, his intention to remain, become a citizen of the State, & take lands under the 14th art. of the treaty. That he went before Ward for this purpose, but he refused to register his name.

That he never rec'd any other grant of land under the treaty, & never within 5 yrs. from the ratification of the treaty made any contract which he considers binding for the sale of any land, scrip, or other compensation to be awarded by government in satisfaction of his claim under the treaty.

ROBINSON CARNES, his x mark.

Sworn to & sub'd before us at Hopahka, this 24th Feb., 1843.

J. F. H. CLAIBORNE.
RALPH GRAVES.

Tokiah Carnes, E-a-chubbee, witnesses.

General deposition of James C. Choate, taken before the Commissioners at Hopahka, the 17th day of March, 1843, to be used in the cases to which it may be applicable:

The said JAMES C. CHOATE, being sworn, says, that he was acquainted with Wa-ki-ah (case 151), and Im-ubbee (case 141), at the date of the treaty of Dancing Rabbit Creek, and with the places where they then resided, on the old Natchez Trace, about seven or eight miles south of where Kosiusko now stands; that the place upon which they then resided was good land, and deponent understanding that it was subject to entry at private sale after the survey of that portion of the country ceded by said treaty, he determined to enter half a section of said land; that a white man named Rutherford, knowing his intention, requested deponent, as he had lands, to permit him, the said Rutherford, who had none, to enter it; that said Rutherford made the attempt, but mistaking the number failed to secure it; that some time afterwards deponent understood another white man, whose name deponent does not now remember, had driven off the said Wah-ki-ah, and the family of said Im-ubbee, and taken possession of their places, representing that he was sent by deponent to do so, who he alleged had entered the land, all of which statement was untrue; deponent believes said white man has removed west of the Mississippi.

That deponent was acquainted with Tom Wilson; knew him when deponent was a small boy and has known him ever since; that when he first knew said Wilson he was living near Yallo-butchah; that he never knew of his residing anywhere else until six years ago, when said Wilson removed near Seurashah, and settled about three miles from where deponent then lived; that said Wilson has continued to reside in the same neighbourhood near Seurasha ever since; deponent remembers the time of his removal to Seurasha from the circumstance of Wilson's removal in the spring following the settlement of deponent at his present residence, which was six years ago last fall.

The deponent was acquainted with Peggy Carnes, Ah-noon-cha, and Robinson Carnes; knew them when he was a small boy, his father residing at that time about one mile south of where Kosciusko now stands, and said Peggy Carnes, Ah-noon-cha, and Robinson Carnes, residing about four miles south of Kosciusko and three miles from the residence of deponent at that time, which was before the treaty; that he knew the said Peggy Carnes, and Ah-noon-cha, till their deaths, and is well acquainted with Robinson Carnes, who is still alive; that he was acquainted with the residence of said Peggy Carnes, Ah-noon-cha and Robinson Carnes, at the date of the treaty of Dancing Rabbit Creek, it being the same that it was when he first became acquainted with them; that they remained there for three or four years after the treaty; about this time deponent saw a white man, named Condroy, in possession of their place, and a white man, named Stapleton, settled within a few yards of the same place.

That deponent was acquainted with Captain Weshoch-she-homah at the date of said treaty; that he saw him in the summer after the treaty at the annuity at Ben Leflore's; that on a certain day during the week of the annuity, which deponent thinks was Wednesday, and the day before the distribution of the annuity, which the deponent thinks was Thursday of said week, deponent was in the gallery of Leflore's house; the house was crowded with Choctaws, and there were many in the gallery and yard in front of the house; while occupying his position in the gallery he saw Colonel Ward, the agent, and Captain Weshoch-she-

homah come out of the house into the gallery; they were conversing about registering for the five years' stay; deponent understood from their conversation that Ward refused to register Weshoch-she-homah because he had two wives; Ward told him that it was contrary to the laws of the State, and he must go west if he expected to keep his wives; that he could not remain in the country, and he would not register him; deponent distinctly recollects hearing Colonel Ward at that time remark that the Choctaws who had been registered by him then had better withdraw their applications for the five years' stay and go west; this remark was publicly made and appeared intended to have an effect upon the people; soon after this deponent understood, and it was the general understanding among the people, that Ward would register no more names.

Deponent was returned on Armstrong's register as entitled to a reservation under the 14th article of the treaty, but was also returned as having relinquished his land to government, without his knowledge or consent; he never applied for land under the 14th article of the treaty; and has no interest in the claims under that article.

JAMES C. CHOATE.

Taken before us at Hopahka, 17th day of March, 1843.

RALPH GRAVES.
JOHN F. H. CLAIBORNE.

No. 207.

Peggy Carnes, dead, died 9 years after the treaty, represented by her grandson, Robinson Carnes, being six feet & one inches high & about thirty years of age, who states that at the date of the treaty of Dancing Rabbit Creek, was the Choctaw head of a family.

That he then lived ½ mile west of Yockenookuna on the Natchez trace, in Leflore's dist., where she had a house & field. Land good, used branch water, where she remaind for 4 ys., when, during a temporary absence in picking cotton, a white man took possession of her place. She then went to Jim Choate's, where she remained two years. Her grandson, Robinson Carnes, then took her to his home, where she remained till her death.

That said Peggy had two children, Ah noon cha, dead, leaving one child. Said Robinson Carnes & Ah neal to nah also dead, leaving the following children:

1. Anowahte,
2. Ogle mionah, &
3. Ah chuck mah hamah.

The last is dead, leaving no issue.

That within 6 mos. after the treaty dec'd sent her name to the agency by Andrew Carnes to be presented to Ward, the agent, for registration under the 14th acl. of the treaty. Said Carnes went before Ward for this purpose and registered the name of said Peggy, which is upon his uncertified list.

That she never rec'd any other grant of land, & never within 5 yrs. from the ratification of the treaty made any contract for the sale of any land, scrip or other compensation to be awarded by gov't in satisfaction of her claim under the treaty.

ROBINSON CARNES, his x mark.

Sworn to & sub'd before us at Hopahka, 24th Feb., 1843.

J. F. H. CLAIBORNE.
RALPH GRAVES.

Eachubbee & Tokiah Carnes.

No. 216.

E-co-no, being five feet & one inches high, & about 80 years of age, states that at the date of the treaty of Dancing Rabbit Creek, she was the head of a Choctaw family, & had then living with her one child over 10 ys. of age, & one child under 10 ys. of age, viz:

1. Sophia Ward, over 10.
2. Denis Impson, under 10; the last Denis Impson was her grandchild, adopted by her in his infancy, & always treated as her own.

That she thus lived about ¼ mile south of Long creek, in Leflore's dist., had a house & field, land good, used spring water, remained there two years after the treaty, her son then sold his reservation embracing the improvement of claimant, & she removed to the place of Tobias Ward, her son, remained there one year, removed to Wm. Cobb's, her son-in-law, where she has remained ever since. She never removed west, but always lived in the ceded country.

That within 6 mos. from the ratification of the treaty she went to the annuity at Leflore's to signify to the agent Ward her intention to remain, become a citizen of the State, & take lands under the 14th article of the treaty; that she went before Ward for this purpose, but he refused to register her name.

That she never rec'd any other grant of land, & never within 5 yrs. from the ratification of the treaty made any contract she considered binding for the sale of any land, scrip, or other compensation to be awarded by government in satisfaction of her claim under the treaty.

E CO NO, her x mark.

Sworn to and subscribed before us, at Hopahka, Feb. 27th, 1843.

RALPH GRAVES.
J. F. H. CLAIBORNE.

Ick-so-num-pulli.

No. 218.

Frances, being five feet & 6¼ inches high & about 42 years of age, states that at the date of the treaty of Dancing Rabbit Creek, she was the Choctaw head of a family & had then living with her one child under 10 ys. of age, named El sey fry, present.

That she then lived on Dry Creek, 1½ miles west of Big Black River, in Leflore's district, had an improvement, house & fields, land good, and lake water, remained there 5 ys. after the treaty, then moved to Louis Durant's & remained one year, then removed to Charles Durant's & remained there 3 ys., then settled when she now lives on Long Creek & has remained there eversince, never moved west but always lived in the ceded country.

That within 6 mo's from the ratification of the treaty of Dancing Rabbit Creek she went to the annuity at Ben Leflore's to signify to the agent Ward her intention to remain, become a citizen of the State & take lands under the 14 art. of the treaty; that she went before Ward for that purpose, but Ward refused to register her name.

That she never rec'd any other grant of land & never within 5 ys. from the ratification of the treaty made any contract she considered binding

for the sale of any land, scrip, or other compensation to be awarded by gov't in satisfaction of her claim under the treaty.

FRANCIS, her x mark.

Sworn to & subscribed before us at Hopahka, Febr'y 28th, 1843.

RALPH GRAVES.
J. F. H. CLAIBORNE.

Chas. Durant.

No. 227.

Im-ma-lubbee, dead; died about 6 years ofter the treaty; represented by Con sha to noh, 5 feet & 1¼ inches high, & about 60 years of age, as the next friend of the heirs, who states that dec'd at the date of the treaty of Dancing Rabbit Creek was the Choctaw head of a family, & had then living with him a wife named Con cha to nah.

That he had at that time one adopted child, E-bah-non-tubbee, the son of his wife, who was married but has since died, leaving the following children, viz:

1. Shah-nah.
2. Ho-go.
3. Moon-tubbee.
4. Oak-e-ah-tubbee.
5. So-sa.

That dec'd then lived 500 y'ds north of Be-yo-bo-look-tah Creek, one mile east of Yallobutchah; remained there about 3 years after the treaty; knowing his name had not been registered by Ward upon his application for the 5 y'rs' stay he concluded that he would get no land & determined to go west. He started & got to Bigblack, when he changed his mind & returned & went to his wife's sisters' & settled on Yallobutchah Creek, where he remained till his death, & where his family has remained ever since. That he never removed west, nor did his family, but they always remained in the ceded country, upon or near Yallobutchah Creek, near which they lived at the time of the treaty.

That within 6 months after the ratification of the treaty dec'd went to Turnbull's & had his name put upon Nat. Jones' list, which list was presented by said Jones to Ward at the annuity at Leflore's for registration for the 5 y'rs' stay under the 14 article of the treaty, & was rejected by Ward, who refused to register the names upon it, as the representative of dec'd is informed & believes.

That neither dec'd or his family have ever rec'd any other grant of land or ever made any contract within 5 y'rs from the ratification of the treaty which was considered binding for the sale of any land, scrip, or other compensation to be awarded by gov't in satisfaction of their claim under the treaty.

CON-SHO-TO-NAH, her x mark.

Pah lubbee & E a chubbee.

Sworn to & subscribed before us at Hopahka this 1st March, 1843.

J. F. H. CLAIBORNE.
RALPH GRAVES.

No. 228.

We-nah-ka, being 5 feet & 2¾ inches high, & about 60 years of age, but says she is forty, states that at the date of the treaty of Dancing Rabbit Creek she was the head of a Choctaw family, & had then living with her one unmarried child over 10 years of age, to wit, Ah-fah-mah-ho-nah, absent.

That she then lived in Leflore's district, on Be-ya-bo-look-tah Creek, about one mile east of Yallobuchah; had a house & field; land good; used branch water; remained there about 3 years after the treaty, when her friends & neighbors all having left her neighborhood & gone to other places to reside, she being left alone & unprotected removed up the Yallobutchah 10 miles to her daughter's, who had married Ezra Riply, where she has continued to reside ever since. She never removed west, but always lived in the ceded country.

That within 6 mos. from the ratification of the treaty she went to the annuity at Leflore's to signify to the agent, Ward, her intention to remain, become a citizen of the State, & take lands under the 14th art. of the treaty. That she went before Ward for this purpose, but he refused to register her name.

That she never rec'd any other grant of land, & never within 5 yrs. from the ratification of the treaty made any contract she considered binding for the sale of any land, scrip, or other compensation to be awarded by gov't in satisfaction of her claim under the treaty.

WE-NAH-KA, her x mark.

Sworn to & subscribed before us at Hopahka, March 2d, 1843.

RALPH GRAVES.
J. F. H. CLAIBORNE.

Pahlubbee.

No. 230.

Ab be took chi ah, or Hopi ah ska te na, dead, died about 3½ ys. after treaty, presented for the children in their own right, represented by Con-shah to nockey, 5 feet 1¼ inches high, & about 60 years of age, as the guardian and next friend of the heirs, who states that at the date of the treaty of Dancing Rabbit Creek, he was the Choctaw head of a family, & had then living with him a wife, Im-mi-yo-wa, & 3 children, one unmarried, & one 10 yrs. of age, & two under 10 ys., to wit:

1. To nah-tubbee, over 10, died 5½ ys. after treaty without issue.
2. Ho-te-mah, under 10 ys., present.
3. O-na do. do.

That he then lived 400 yds. north of Biya bo look tah Creek, 1 mile east of Yallobutchah, in Leflore's dist.; land good; used branch water; remained there one year. He then abandoned his wife, Im-mi-yo-wa, & his children above named, & went west with another wife; the said Im-mi-yo-wa & children remaining on the place, continued there for 3½ yrs. after treaty, when he returned & started to take said Im-mi yo-wa & children west. He got to Bigblack, a short distance from the old place, & died. Im mi yo wa & children returned to the house of her mother's sister, 10 miles above the old place on Yallobutchah, where she soon after died. The children have remained there ever since. Neither the said Im mi yo wa or the children ever removed west, but always lived in the ceded country.

That within 6 mos. from the ratification of the treaty decd. went to the council at Turnbull's & had his name & the names of his children put on Nat. Jones' list, which list was presented to Ward at the annuity at Leflore's, the said decd. accompanying Jones to the annuity & applying in person to Ward to have said names on Jones' list registered for the 5 ys.' stay under the 14th art. of the treaty.

That he never recd. any other grant of land & never within 5 yrs. from the ratification of the treaty made any contract considered binding for the sale of any land, scrip, or other compensation to be awarded by govt. in satisfaction of his claim under the treaty as she believes.

CON-SHAH-TO NAH, her x mark.

Sworn to & subscribed before us at Hopahka, March 2d, 1843.

RALPH GRAVES.
JOHN F. H. CLAIBORNE.

No. 245.

Lo-mah, being feet & inches high, & about 30 years of age, says he is twenty, no scars, states that his mother died when he was small; that his father abandoned him. That some time prior to the treaty of Dancing Rabbit Creek, Ah-chah-fah-ho-nah & Jim Goin, her husband, adopted him as one of their own children & treated him as such. That said Ah-chah-fah-honah & Jim Goin were then the heads of a Choctaw family & lived 30 yds. south of Long Creek, in Leflore's dist.; land good, and creek water. That they remained there for 3 years after the treaty & then removed to the country west & took all their family except the said Lomah, who remained in the ceded country; that he never removed west, but has always lived in the ceded country.

That the said Ah chah fah-honah & Jim Goin within 6 mos. from the ratification of the treaty, went to the annuity at Leflore's to signify to the agent, Ward, their intention to remain, become citizens of the State, & take lands under the 14th art. of the treaty. That they went before Ward for this purpose to present their own names with the names of their children, including the name of said Lomah, to be registered for the 5 ys.' stay under said article, but Ward refused to register their names.

That he never rcd. any other grant of land, & never within 5 yrs. from the ratification of the treaty made any contract for the sale of any land, scrip, or other compensation to be awarded by the govt. in satisfaction of his claim under the treaty; that he claims under the 14th art. of the treaty a half section of land as a child unmarried & over 10 yrs. of age, adopted & presented for registration by said Ah chah fah honah & Jim Goin.

LOMAH, his x mark.

Sworn to & subscribed before us at Hopahka, March 17th, 1843.

RALPH GRAVES.
J. F. H. CLAIBORNE.

Iksonumpulli.

No. 249.

Molly Durant, being five feet & 2½ inches high & 28 years of age, states that at the date of the treaty of Dancing Rabbit Creek she was married to a white man named Leroy P. Griggs. They were then living together as man & wife on Oak ketebogue Creek, where her husband cultivated a field in common with his father-in-law, Pierre Durant, & lived in one end of a double cabin, the said Pierre Durant occupying the other. That within six months after the ratification of the treaty the said Griggs, her husband, went with said Pierre Durant & others to the agency & had the names of himself & wife registered for the 5 y'rs' stay under the 14th art. of the treaty. That about 18 months after the treaty said Griggs abandoned his wife, the said claimant, & married another wife & went west of the Mississippi. That said claimant remained in the ceded country & still lives at the house of her father, said Pierre Durant. That she never went west; never recd. any other grant of land, & never, within five years from the ratification of the treaty, made any contract for the sale of any land, scrip, or other compensation to be awarded by government in satisfaction of her claim under the treaty.

MOLLY DURANT, her x mark.

Sworn to & subscribed before us at Hopahka, March 20th, 1843.

RALPH GRAVES.
J. F. H. CLAIBORNE.

Pierre Durant.

No. 254.

Tim-am-bee, being five feet & 5¾ inches high, & about 50 years of age, no marks, states that at the date of the treaty of Dancing Rabbit Creek he was the Choctaw head of a family, & had then living with him a wife & one adopted child over ten years of age & unmarried, to wit, Emah-ho-bah, present.

That he then lived one mile west of Kintoukka Creek, in Leflore's district; land good, & spring water; had an improvement upon which he resided for one year after the treaty. He then separated from his wife, moved to Buck-she-nock-ka-bee, married again, & remained there 3 yrs.; was absent for some time, & returned again, & now lives in the same place.

That within 6 mos. from the ratification of the treaty he went to the annuity at Leflore's to signify to the agent, Ward, his intention to remain, become a citizen of the State, & take lands under the 14th art. of the treaty. That he went before Ward for this purpose, but Ward refused to register his name.

That he never removed west, but always remained in the ceded country. Never recd. any other grant of land, and never, within 5 yrs. from the ratification of the treaty, made any contract for the sale of any land, scrip, or other compensation to be awarded by govt. in satisfaction of his claim under the treaty.

TIM AM BEE, his x mark.

Sworn to & subscribed before us at Hopahka, March 23d, 1843.

RALPH GRAVES.
J. F. H. CLAIBONE.

Hi-abkah.

No. 213.

Cun ah la, deceased, represented by Is teme li o, the widow and next friend of the heirs, who states that deceased was the Choctaw head of a family at the date of the treaty of Dancing Rabbit Creek. That she claims under the 14th article of the treaty for the said deceased, as head of the family, one section of land, including his then improvement, about one mile of Kentouka Creek, and one hundred yards of Fun ne yok a na; she also claims land for the following children, living with deceased at the date of the treaty, namely:

Cun ne o to nah (dead), over ten years of age;
Pa sah chee nah, over ten;
Tish o bo nubbee, under ten;
Im me ho nubbee, under ten & dead; and
Pah shah ho te mah, under ten.

Numbers of land pointed out in Hugh Harrison's deposition, filed 13 May, 1843.

IS TE ME LI O, her x mark.

STATE OF MISSISSIPPI,
Neshoba County:

Personally appeared before me, William Herbert, an acting justice of the peace for said county, the above-named Is te me li o, who, being sworn, says that the facts set forth in the foregoing statement are true. to the best of her knowledge, information, & belief.

Sworn to & subscribed this 11th day of May, 1843, before me.

WILLIAM HERBERT, *J. P.* [SEAL.]

No. 311.

Cun-nuhl-la, dead, represented by his widow, Stim e li yo, a full-blood Choctaw, five feet & ½ inches high & about 54 years of age, who states that at the date of the treaty of Dancing Rabbit Creek deceased was the Choctaw head of a family & had then living with him his wife, the said Stim e li yo & five unmarried children, two over 10 years of age & three under 10 years, viz:

1. Cun ne o tonah, over 10 years, died about 3 years ago; leaving two children: 1. Oak lah ho nubbee; 2. Lis mah; both living.
2. Pa sah tonah, over 10 y'rs, present.
3. Tish ah bun nubbee, under 10 years, present.
4. Yim ma ho nubbee, do.; died without issue.
5. Pah shah-ho temah, under 10 y'rs, present.

That dec'd then lived on Funne yockana, a small branch of Kintaugu, 1¼ miles east of the latter & about one mile south from Philadelphia, in Leflore's district; good land; used branch water.

That he continued to live on his improvement until his death, about two years after the treaty. That his family remained on the place for about two years after his death, when they were informed by Onahambee, a light-horseman of Capt. Cobb & a man of influence, that their paper for the five years' stay had been spoiled; that all the country where they lived had been sold to white men who would drive them off & force them & their neighbours all to go west, but that the country about the residence of Little Leader, on Suquanacha, had not been sold, & that Little Leader would give them & their neighbours land & protect them as long as they

would live by him. That they believed the statements of Onahambee, which were confirmed by others, & becoming frightened fled from the place where they then resided to escape from being forced to go west, & settled in the neighbourhood of Little Leader. That they remained there about five years, when hearing that they had been deceived by Onahambee & Little Leader they returned & settled in the neighbourhood of their old place. That shortly after they left their place it was taken possession of by a white man, and that it was still in the possession of a white man when they returned.

That at the time of the council at Turnbull's dec'd was absent from home on a hunting expedition, but that said Stim e li yo sent the names of her husband, Cun nuhl la, and her children to said council by her father, Attobah, to be put upon Cobb's list for the five years' stay, as had been previously agreed upon between her & her husband. That this was accordingly done, as she is informed and believes, & that said list was presented to the agent, Ward, at the annuity at Leflore's for registration for the five years' stay. That the dec'd hearing what had been done, when he returned home, determined to go to the annuity, & afterwards did go to see if his name had been properly put down by Turnbull, but could not see the agent on account of the crowd until it was announced that he would register no more & had ceased to do business.

That the dec'd never left the ceded country, nor have his widow or the children since his death. They never claimed land under any other article of the treaty, & never, within five years from the ratification of the treaty, made any contract for the sale of any land or other compensation to be awarded by gov't in lieu thereof, as she believes.

CUN-NUHL-LA, her x mark.

Sworn to & subscribed before us this 15 July, 1843.

RALPH GRAVES.
J. F. H. CLAIBORNE.

Witness: Hi-a-ka.
Cun-nuhl-la.

No. 313.

Attobah, dead, represented by his widow, Chim pi ya, being five feet & inches high, & about 80 years of age, a full-blood Choctaw, who states that at the date of the treaty of Dancing Rabbit Creek deceased was the Choctaw head of a family, having then living with him his wife, the said Chim pi ya. He had at that time the following children, all married & living to themselves, viz:

1. Illeho chubbee, since dead, leaving the following children: 1. Hochemah; 2. Pis sah hoke tim mah; 3. E ah le honah; 4. Illah honah, & a widow named Mintehonah.
2. Stimeliyo.
3. I-og-la; her husband, Tush kah mahah.
4. I-yock ubbee.
5. Po-shi-a-ka.

These were all of his children. Claimant then lived on Fun ne yock ana, a small branch of Kintauga, about 1¼ mile east of the latter & about one mile south from Philadelphia, in Leflore's district, where he had an improvement—a house & field—good land—used branch water.

That he continued to live on his improvement for about four years

after the treaty, when he was informed by Onahambee, a light-horseman of Capt. Cobb, & a man of influence, that his paper for the five years' stay had been spoiled—that all the country where he lived had been sold to the white people, who would drive him off & force him & his neighbours all to go west, but that the country about the residence of Little Leader, on Suquanacha, had not been sold, and that Little Leader would give him & his neighbours land & protect them as long as they would live by him. These statements made by Onahambee, & confirmed by others, were believed by deceased, & becoming frightened, he fled from the place where he then resided to escape being forced to go west, & settled near Little Leader; that he remained there about five years, when learning that he had been deceived by Onahambee & Little Leader, he returned & settled about 4 miles from his old place; that shortly after he left his place for Suquanacha it was taken possession of by a white man, & that it was still in the possession of a white man when he returned.

Deceased attended the council at Turnbull's in the summer after the treaty & had his name & family put upon Cobb's list, which was afterwards at the annuity at Leflore's presented by Pahlubbee to the agent, Ward, for registration for the five years' stay. He never left the ceded country—never applied for land under any other article of the treaty—and never, within five years from the ratification of the treaty, made any contract for the sale of land, scrip, or other compensation under the treaty, as she believes.

CHIM-PE-YA, her x mark.

Sworn to & subscribed before us, this 15th July, 1843.

RALPH GRAVES.
J. F. H. CLAIBORNE.

No. 333.

Tokah, a full-blood Choctaw, five feet & 7½ inches high, & about 32 years of age, states that at the date of the treaty of Dancing Rabbit Creek he was the Choctaw head of a family, & had then living with him a wife named Po shi-o-ka, & one unmarried child under ten years of age named Pa-lah-ho-tubbee, present.

That he then lived on Funne yockana, a small branch of Kintauga, 1¼ mile east of the latter & about one mile south from Philadelphia, in Leflore's district, where he had an improvement—a house & field—good land—used branch water.

That he continued to live on his improvement for about four years after the treaty, when he was informed by Onahambee, a light-horseman of Capt. Cobb, & a man of influence, that his paper for the five years' stay had been spoiled, that all the country where he lived had been sold to the white people, who would drive him off & force him & his neighbours all to go west, but that the country about the residence of Little Leader, on Suquanacha, had not been sold, & that Little Leader would give him & his neighbours land & protect them as long as they would live by him. Claimant states that he believed the representations of Onahambee, which were confirmed by others, & becoming frightened, fled from the place where he had resided from the time of the treaty, to escape being forced to go west, & settled in the neighbourhood of Little Leader's. That he remained there about five years, when learning that he had been deceived by Onahambee & Little Leader, he returned & settled about 4 miles from his old place. That shortly after he left his

place it was taken possession of by a white man, and that it was still in possession of a white man when he returned.

Claimant states that he attended the council at Turnbull's in the summer after the treaty, & had his name & his family put upon Cobb's list, which was afterwards at the annuity at Leflore's presented to the agent, Ward, for registration for the five years' stay, by Pahlubbee, as he believes.

That he never removed the ceded country—never claimed land under any other article of the treaty—and never within five years from the ratification of the treaty made any assignment of his land, or of any scrip, or any other compensation to be awarded by government in satisfaction of his claim under the treaty.

TOKAH, his x mark.

Sworn to & subscribed before us, this 20th July, 1843.

RALPH GRAVES.
J. F. H. CLAIBORNE.

No. 214.

I-og-la states that at the date of the treaty of Dancing Rabbit Creek she was living with her husband, Tush-ca-me-hah, who was the Choctaw head of a family—that since said treaty her said husband has abandoned her & her children & removed west. She claims, under the 14th article of the treaty, for her two children, unmarried & living with her & her said husband at the date of the treaty, named Illa hoyo cubbee & Ish-tim ma chubbee, both under ten y's of age at that time, each a quarter section of land. Numbers of land pointed out in Hugh Harrison's deposition filed 13th May, 1843.

I-OG-LA, her x mark.

STATE OF MISSISSIPPI:
Neshoba County, ss:

Personally appeared before me, William Herbert, an acting justice of the peace for said county, the above-named I-og-la, who being sworn says that the facts set forth in the foregoing statement are true to the best of her knowledge, information, & belief.

Sworn to & subscribed this 11th day of May, 1843, before me.

WILLIAM HERBERT, *J. P.* [SEAL.]

Illa hoyo cubbee & Ish tim ma chubbee, under 10.

No. 342.

I-og-la, a full-blood Choctaw, five feet & 3 inches high & about 40 years of age, states that at the date of the treaty of Dancing Rabbit Creek she was the Choctaw head of a family, having at that time living with her two unmarried children, viz:

1. Te ho ah cubbee, under 10 years of age, present.
2. Ish tim me cubbee, under 10 years of age, present.

That she had at that time, a husband, Tus kah ma hah, who had several wives beside, who was an idle trifling man, and occasionally visited her as he did his other wives, & who soon after the treaty abandoned her & went west the 2d emigration with one of his other wives. That he never worked for claimant, but that she had the burden of support-

ing herself & her children & was therefore the head of the family she supported & was so considered & registered at the time of the treaty.

That she then lived on Funne yockana, a small branch of Kintauga 1¼ mile east of the latter & about one mile south from Philadelphia, in Leflore's district where she had an improvement, a house & field, good land, used branch water.

That she continued to live on her improvement for about four years after the treaty, when she was informed by Onahambee, a light-horseman of Capt. Cobb & a man of influence, that her paper for the five years' stay had been spoiled, that all the country where she lived had been sold to the white people who would drive her off & force her & her neighbours all to go west, but that the country about the residence of Little Leader on Suquanacha had not been sold & that Little Leader would give her & her neighbours land & protect them as long as they would live by him. That she believed these statements of Onahambee, which were confirmed by others, & becoming frightened fled from the place where she then resided to escape being forced to go west, & settled in the neighbourhood of Little Leader. That she remained there about five years, when learning that she had been deceived by Onahambee & Little Leader, she returned with others who had been duped in the same way & settled about 4 miles from her old place. That shortly after she left her place to go to Suquanacha it was taken possession of by a white man, & that it was still in the possession of a white man when she returned.

Claimant states that she sent the names of herself & children by her father, Attobah, to the council at Turnbull's to be put upon Cobb's list of applicants for the five years' stay, which, as she is informed & believes was done, & that this list was afterwards at the annuity at Leflore's presented to the agent, Ward, for registration for the five years' stay by Pahlubbee as she believes.

That she never removed from the ceded country, never claimed land under any other article of the treaty, & never, within five years from the ratification of the treaty, made any assignment of her land or any scrip or other compensation to be awarded in satisfaction of her claim under the treaty.

I-OG-LA, her x mark.

Sworn to & subscribed before us this 22d July, 1843.

RALPH GRAVES.
J. F. H. CLAIBORNE.

No. 1029.

Pauth la chubbe, a Choctaw, and the Choctaw head of a family at the date of the treaty of Dancing Rabbit Creek, wishes this to be considered part of his application filed heretofore; states that he had an unmarried sister living with him at the treaty, & who considered his child, to wit, O-gla-ti-ya (dead), over 10.

PAUTH-LA-CHUBBEE, his x mark.

STATE OF MISSISSIPPI.
Lauderdale County, ss:

Personally appeared before me, J. B. Hancock, an acting justice of the peace for said county & State, Pauth-la-chubbee, who, being sworn,

states that the facts set forth in the above application are true to the best of his knowledge.

PAUTH-LA-CHUBBEE, his x mark.

Sworn & subscribed to before me on 19th day of July, 1843.

J. B. HANCOCK, [SEAL.]
Justice of the Peace.

No. 709.

Pauth-la-chubbee, unable to be present from age & sickness, represented by his daughter, Mah-ho-to-nah, at his special request, who state that claimant is a Choctaw, & was the Choctaw head of a family at the date of the treaty of Dancing Rabbit Creek, claim a section of land for himself under the 14th article of said treaty, embracing his then improvement, or a part of it, which was pointed out by Colbert to H. C. Flack who took the numbers as she informed. He also claimed adjoining lands for the following unmarried children living with him at the date of the treaty, to wit:

1. Tal-lo-ah-ho-ka, over 10.
2. Mah-ho-to-nah, over 10.
3. We-ah-ho-ka (dead), over 10.
4. Fah-lah-mah-ho-ka, under 10.
5. Ah-mo-gla tubbee, over 10, an adopted child—grandchild.

MAH-HO-TO-NAH, her x mark.

STATE OF MISSISSIPPI,
Neshoba County:

Personally appeared before me, Reuben Barrett, an acting justice of the peace for said county & State, Mah-ho-to-nah, who, being sworn, states that the facts set forth in the foregoing application are true to the best of her knowledge, information, and belief.

MAH-HO-TO-NAH, her x mark.

Sworn & subscribed to before me on the 20th day of April, 1843.

REUBEN BARRETT, [SEAL.]
Justice of the Peace.

Pauth-la-chubbee, too old & infirm to come before the board, represented by his daughter, Im-mah ho to nah, being 5 feet & 1 inches high & about 35 years of age, who, being sworn, states that at the date of the treaty of Dancing Rabbit Creek claimant was the Choctaw head of a family, & then had living with him the following unmarried children, to wit:

1. Tal lo ah ho ka, over 10 yrs. of age.
2. Im mah ho tonah, do.
3. Ah no que ah ho ka, do. since dead.
4. Fah-lam ah ho ka, under 10 ys. of age; do.
5. Ah mo gla tubbee, over 10 ys. of age; do.
6. O-gla ti ya, do. do.

The two last named were adopted children—Ah mo gla tubbee was his grandchild & O-gla ti ya claimant's sister, & both were adopted by him & treated as his own before the treaty & were living with him at the time.

The claimant then lived on Ponta Creek, in Nittuckachee's district (now Lauderdale County), where he continued to reside until about four days before the first emigration, when his capt., Chilletah homah, sent his light-horseman & his company to force him to go west. They burnt

his corn-crib, killed his stock, and destroyed everything on his premises, within their view, in order to compel him to remove west. He then fled with his family to Capt. Oaklah homah for protection, about four miles distant, where he has resided ever since. Neither claimant nor any of his children, above named, ever removed west, but have always remained in the ceded country.

That in the summer after the treaty, claimant attended the council at Chilletah homah's & then had the names of himself & his children put upon the list of applicants for the five years' stay under the 14th art. of the treaty made out by Pierre Juzan, which list was afterwards at the Old Factory, during the annuity, presented by said Juzan to the agent, Col. Ward, for registration. See Collachubbee's gen. dep.

Claimant has never received any grant of land under any other article of the treaty, & never within five years from the ratification of the treaty made any contract considered binding for the sale of any land, scrip, or other compensation to be awarded by government in satisfaction of his claim under the treaty, as representative believes.

IM MAH HO TO NAH, her x mark.

Sworn to & subscribed before us, 3rd Octr., 1844.

GEO. S. GAINES,
S. RUSH,
Commiss'rs.

Pauth la chubbee, by his daughter, Im mah ho tonah.—Case No. 709.

Oaklahhomah, a witness produced on the part of the claimant, being sworn & examined, testifies as follows:

That he is about 60 years of age, & not related to claimant; that at the date of the treaty of Dancing Rabbit Creek, which was about 14 years ago, deponent was well acquainted with claimant & his family. He then lived about four (4) miles from him.

That claimant is a Choctaw, too old & infirm to travel, & cannot therefore appear before the board; that at the date of the treaty he was the head of a Choctaw family, & had living with him the following unmarried children, to wit:

1. Tal lo ah hoka, over 10 y's of age, absent.
2. Im mah ho tonah, do. present.
3. Ah no que ah hoka, do. since dead.
4. Fah-lam-ah hoka, under 10 y's of age, do.
5. Ah mo gla tubbee, over 10 y's of age, do.
6. O-gla ti ya, do. do.

The last two children were adopted by claimant before the treaty, & were living with him as his own at that time.

Claimant then lived on Ponta Creek, in Nittuckachee's district (now Lauderdale County), where he had an improvement of a house & field, & where he continued to reside until about the time of the first emigration, when claimant & family came to deponent & informed him that his former captain, Chilletah honah, had sent a company with his light-horseman to force him to go west, & that the abusiv & violent conduct of these men had caused him to leave his place & come to deponent for protection. He then settled in the immediate neighbourhood of deponent, & has continued to reside there ever since. Neither claimant nor any of his family above named ever removed west, but have always remained in the ceded county.

Deponent saw claimant at the council at Chilletah homah's in the

summer after the treaty, & then saw him give in the names of himself & children to Pierre Juzan to be put upon the list he was then making of applicants for the five years' stay under the 14th art. of the treaty. This list was afterwards, at the annuity at the Old Factory, presented by said Juzan to the agent, Col. Ward, for registration in deponent's presence. See Collashubbee's gen. dep.

Claimant has never, to deponent's knowledge, received any grant of land under any other article of the treaty, & never, to his knowledge, made any contract within five years from the ratification of the treaty for the sale of his claim under the treaty.

Claimant knows of no Choctaw who ever removed west, returned, & is now claiming land.

OAK LAH HO MAH, his x mark.

Sworn to & subscribed before us this 3d day of Sept., 1844.

GEO. S. GAINES,
S. RUSH,
Com's.

No. 1008.

Cah-sho-nah (insane), represented by her son-in-law, Yock-ah-tubbee, who states that she is a Choctaw & was the Choctaw head of a family at the date of the treaty of Dancing Rabbit Creek. Claims a section of land for her under the 14th article of said treaty, embracing her then improvement, or a part of it, which was pointed out by Tah pa nis sto nah ho mah to W. T. S. Cocke, who took the numbers, as he is informed.

YOCK-AH-TUBBEE, his x mark.

STATE OF MISSISSIPPI,
Kemper County, ss:

Personally appeared before me, Alfred Jones, an acting justice of the peace for said county, Yock ah tubbee, who, being sworn, states that the facts set forth in the foregoing application are true, to the best of his knowledge, information, & belief.

YOCK-AH-TUBBEE, his x mark.

Sworn & subscribed to before me, on the 18th of August, 1843.

ALFRED JONES,
Justice of the Peace.

Cah-sho-nah (dead), represented by her daughter, Ah-bah-wa-la-ho-yo, being 4 feet & 11½ inches high, & about 40 years of age, who, being sworn, states:

That deceased, at the date of the treaty of Dancing Rabbit Creek, was considered the head of a Choctaw family, having a separate residence and improvement.

That she then lived on Shu quahnatcha Creek, in Mushshulatubbee's district (now Kemper County), where she had an improvement of a house and field, her house being in the same yard with that of her son-in-law, Yock ah tubbee, where she continued to reside for about ten (10) years after the treaty, when she removed with her said son-in-law & Ah tock-tock-ah-la, where she remained till her death, about twenty (20) days ago; she never removed west, but always remained in the ceded country.

That when all the people of claimant's neighbourhood went to the Old Factory, where Ward was registering, to get registered, deceased remained at home to take care of the houses in the same yard. That it was her wish & design to have her name registered for the five years' stay, under the 14th art. of the treaty, but was prevented from being registered by her captain, Little Leader, who, previous to the meeting at the Old Factory, told her son-in-law, Yock,ah-tubbee, who was relied upon to attend to this business, that the names of the old women should not be registered.

That deceased never received any grant of land under any other article of the treaty, & never, within five years from the ratification of the treaty, made any contract for the sale of any land, scrip, or other compensation, to be awarded by government, in satisfaction of her claim under the treaty, to the knowledge of said Ah bah wa la ho yo.

Examined by the board:

Yock-a-tubbe is now here on the ground. She told him to make the application for her mother's claim about a year ago. Little Leader told her husband, Yock a tubbe, and he told representative what occurred previous to the meeting at the Old Factory. She never heard Little Leader say anything about it, and never heard any one else but Yock ah tubbe say anything about it. At the time when claimant wished to get registered she (claimant) was sane and in her right mind, but became insane three winters ago. She lost her eyesight then. She never knew of her being in that situation before that time.

AH BAH WA LA HO YO, her x mark.

Sworn to & subscribed before us, this 24th day of September, 1844.

GEO. S. GAINES,
S. RUSH,
Com's.

Cah sho nah, dead, by her daughter, Ah-bah wa la ho yo.—No. 1008.

Ho tah, a witness produced and sworn on the part of the claimant, testifies as follows: That he is about 70 years old, and no kin to claimant. At the date of the treaty of Dancing Rabbit Creek he knew the claimant, and lived about two miles from her. She was then the Choctaw head of a family, that is, she had a house and field on Shuquanatcha Creek, Mushulatubbe's district, now Kemper County, where she remained about ten years, when she moved to Ah-tock tok-ah-la, where she lived until her death. She never went west, but always remained in the ceded country. Claimant never obtained any grant of land under any other article of the treaty nor made any contract to his knowledge, within five years from the ratification of the treaty, for the sale of her claim under said treaty. Knows of no Choctaw that went west, returned, and claimed land. He knows that Yok a tubbe was to have her (claimant's) name registered at the Old Factory, by Ward, for the five years' stay. Yok a tubbe is her son-in-law. He never heard the Little Leader say anything to Yok a tubbe about the registration of claimant's name. He never talked with claimant about getting her name registered. Yok a tubbe told him that she had requested him to have her name registered. Yok a tubbe went to the Old Factory to get claimant's name registered; he is sure of that. He does not know that Little Leader interfered and prevented his getting her name registered. He knows that Little Leader interfered to prevent old women from being registered, and served him in that way, by refusing him to register his mother-in-law. Deponent was not at the factory when Yock a tubbe went there. All the

old women among his warriors were prevented from being registered by Little Leader.

HO TAH, his x mark.

Sworn to & subscribed before us this 24th day of Sept., 1844.

GEO. S. GAINES,
S. RUSH,
Com's.

No. 1009.

Wa-to-nah (dead), represented by her grandson, Me-a-tubbee, who states that deceased was a Choctaw and a Choctaw head of family at the date of the treaty of Dancing Rabbit Creek. She claimed for herself a section of land under the 14th article of said treaty embracing her then improvement, or a part of it, which was pointed out by Tah-pa-nis-sto-nah-ho-mah to W. T. S. Cocke, who took the numbers, as he is informed.

ME-A-TUBBEE, his x mark.

STATE OF MISSISSIPPI,
Kemper County, ss:

Personally appeared before me, Alfred Jones, an acting justice of the peace for said county, Me-a-tubbee, who, being sworn, states that the facts set forth in the foregoing application are true to the best of his knowledge, information, & belief.

ME A TUBBEE, his x mark.

Sworn & subscribed to before me on the 18th of August, 1843.

ALFRED JONES,
Justice of the Peace.

Wa-to-nah (dead), represented by her grandson, Me-a-tubbee, being 5 feet 7½ inches high, and about 27 years of age, who, being duly sworn, states:

That deceased at the date of the treaty of Dancing Rabbit Creek was considered the Choctaw head of a family—having a separate residence & improvement.

That she then lived on Shu quah atcha Creek, in Mushulatubby district, now Kemper County, where she had a house and field—her own improvement—and where she continued to reside until she died, about two years after the treaty. She never removed west, but always remained in the ceded country.

That when her neighbours went to the Old Factory to get registered deceased remained at home to take care of the houses in the same yard. She then depended upon her son-in-law, Fil-la-tah, since dead, to have her name registered for the five years' stay under the 14th art. of the treaty, which was prevented by the opposition of her captain, Little Leader, who in every instance objected to the applications of old women for land. Said Me-a-tubbee states that he heard his father, the said Fil-la-tah, in his life time make the foregoing statements, & that but for the interference & opposition of Little Leader the name of deceased would have been registered. See Little Leader's deposition, Sept. 28, 1844, in the case of Holitopah, No. 1000.

That deceased never received any grant of land under any other article of the treaty, and never, within five years from the ratification of the treaty, made any contract for the sale of any land, scrip, or other compen-

sation to be awarded by government in satisfaction of her claim under the treaty, as said Me-a-tubbee fully believes.

ME-A-TUBBEE, his x mark.

Sworn to & subscribed before us, 8th Octr., 1844.

GEO. S. GAINES.
S. RUSH.

Wa to nah (dead), by her grandson, Me a tubbee.—Case No. 1009.

Yock ah tubbee, a witness produced on the part of the claimant, having been sworn & examined, testifies as follows:

That he is about fifty years of age & she was his brother's wife's mother. That at the date of the treaty of Dancing Rabbit Creek, which was about 14 years ago, deponent was well acquainted with deceased; he then lived about 100 yards from her. That deceased was a Choctaw & was then considered the head of a separate family, having a separate residence & improvement of her own. That she then resided in Shee puah natcha Creek, in Mush shu latubbee district (now Kemper County), where she had an improvement of a house & field & where she continued to reside until her death, which occurred about two (2) years after the treaty. That she never went west, but always remained in the ceded country.

Deponent states that he knows Little Leader prevented claimant from being registered for the 5 years' stay. That deceased never, to deponent's knowledge, received any grant of land under any other article of the treaty, & never within five years from the ratification of the treaty made any contract for the sale of her claim under the treaty, to deponent's knowledge. Deponent knows of no Choctaw who ever went west, returned, & is now claiming land, except one, whose name is No-sa-cubbee.

Examined by the board:

Deponent heard Little Leader say that claimant ought not to be registered to get land; that she could live with her son-in-law. He heard him say this at his (Little Leader's) own house. He does not remember exactly how long ago it was, but it was previous to their going to the Factory to be registered. He heard Little Leader tell Me a tubbe's father, Falatah, who was claimant's son-in-law, that claimant could not be registered. Falatah died three years ago, he thinks. The only reason that he knows that Little Leader gave for refusing to have the old women registered was that they were so old that it was not worth while to register them, but to let them die off without being registered.

YOCK AH TUBBE, his x mark.

Sworn to & subscribed before us this 8th day of October, 1844.

GEO. S. GAINES,
S. RUSH,
Coms.

No. 1011.

Wa-hah-ne-yo (very old), represented by her son-in-law, Ho-tah, who states that she is a Choctaw and was the Choctaw head of a family at the date of the treaty of Dancing Rabbit Creek. That she claims a section of land for herself under the 14th article of said treaty, embracing her then improvement or a part of it, which was pointed out by Tah-panis-sto-nah-ho-mah to W. T. S. Cocke, who took the numbers, as he is informed.

HO-TAH, his x mark.

STATE OF MISSISSIPPI,
Kemper County, ss:

Personally appeared before me, Alfred Jones, an acting justice of the peace for said county, Ho-tah, who, being sworn, states that the facts set forth in the foregoing application are true to the best of his knowledge, information, & belief.

HO-TAH, his x mark.

Sworn & subscribed to before me on the 18th of August, 1843.

ALFRED JONES,
Justice of the Peace.

Wa-hah-ne-yo, a full-blood Choctaw, being too old & infirm to appear before the board, represented by her daughter, Im-mah-tonah, being 5 feet & 1 inch high, & about 60 years of age, who, being sworn, states:

That at the date of the treaty of Dancing Rabbit Creek claimant was considered the head of a Choctaw family, having a separate residence & improvements.

That she then lived on Shu quah natcha Creek, in Mushulatubee's district (near Kemper County), where she had an improvement of a house & field, where she continued to reside for about seven (7) years after the treaty, when she removed at the time her daughter, said Im mah tonah, & her son-in-law, Hotah, did, to Be choon quo Creek, where she still resides. Claimant never removed west, but has always remained in the ceded country.

That within six months after the ratification of the treaty, claimant sent her name by said Ho-tah, who visited the agency for the purpose of getting the names of himself & his children registered, with a request that he would have claimant's name registered, at the same time, for the five years' stay under the 14th art. of the treaty. That said Ho-tah, on his return, informed said Im mah to nah that through the interference of Little Leader he had failed to get the names of her mother, the claimant, & of his youngest child registered, said Little Leader telling him that the claimant was too old, that old women should not get land, and that the child was too young to be registered.

That claimant has never received any grant of land under any other article of the treaty, and never, to the knowledge of said Im mah tonah, made any contract within five years from the ratification of the treaty for the sale of any land, scrip, or other compensation to be awarded by government in satisfaction of her claim, under the treaty.

IM MAH TONAH, her x mark.

Sworn to & subscribed before us, 24th Septr., 1844.

GEO. S. GAINES.
S. RUSH.

Wa hah ne yo, very old, by her daughter, Im-mah tonah.—Case No. 1011.

Ho-tah, a witness, produced on the part of the claimant, being duly sworn & examined, testifies as follows:

That he is about 70 years of age & is the son-in-law of claimant. That at the date of the treaty of Dancing Rabbit Creek, which was about 14 years ago, he was well acquainted with claimant. He then lived in the same yard. That claimant is a Choctaw & was then considered the head of a Choctaw family, having a separate residence & improvements. That she then resided in Shee quah natchee Creek in Mushulatubbee's district (now Kemper County), where she had an improvement of a house &

field, & where she continued to reside for about seven (7) years after the treaty, when she accompanied deponent & her daughter, Im-mah-to nah, on their removal to Be choon quo Creek, where she has resided ever since. Claimant has never removed west, but has always remained in the ceded country.

Deponent states that within six months after the ratification of the treaty he went to the agency for the purpose of getting the names of himself & his children registered; that previous to starting claimant requested him to take her name & have it registered for the five years' stay under the 14th article of the treaty. That he met Little Leader at the agency, who told him that he should not give in the names of claimant & of his, deponent's, own youngest child; that claimant was too old; that old women should not get land, and that his (deponent's) child was too young to be registered. Deponent states that in consequence of this interference of Little Leader he omitted to give in the names of said claimant & of his, deponent's, youngest child, of which he informed Im-mah tonah, the daughter of said claimant, on his return, explaining to her the reasons.

That claimant has never to the knowledge of deponent received any grant of land under any other article of the treaty, & never within five years from the ratification of the treaty made any contract for the sale of her claim under the treaty, to his knowledge.

Deponent states that he knows of no Choctaw who went west, returned, and is now claiming land, except one, whose name is No sa cubbe.

HO TAH, his x mark.

Sworn to & subscribed before us this 24th day of Sept., 1844.

GEO. S. GAINES,
S. RUSH,
Com's.

No. 1016.

E mah ho ka states that she is a Choctaw and had, at the date of the treaty of Dancing Rabbit Creek, a family of children; that she claims the section of land, including her then residence, which was pointed out to Jos. Hodges by Tobias Ward, who took the numbers, as she believes; that she also claims adjoining lands for the following unmarried children, to wit:

1. Ah pa san tubbee, over ten years of age.
2. Hick in to nah, do. " "
3. Hoke ta, under ten " "

E MAH HO KA, her x mark.

STATE OF MISSISSIPPI,
Leake County:

Personally appeared before me, Joseph Hodges, an acting justice of the peace in and for said county, E mah ho ka, who states on oath that the foregoing application is just and true to the best of her knowledge, information, and belief.

E MAH HO KA, her x mark.

Sworn to & subscribed this 10th August, 1843, before me,

JOSEPH HODGES,
Justice of the Peace.

Emahhoka, a full-blood Choctaw woman, 5 feet 1 inch high and about 60 years of age, being sworn, states:

That at the date of the treaty of Dancing Rabbit Creek she was the Choctaw head of a family, and had then living with her the following-named children, viz:

1. Ahpansatubbee, under 10 ys. of age, now living with Bahnatubbee, his father-in-law, on Pearl River, and cannot be persuaded to come before the board.

2. Hickeentunah, under 10, died about 6 y's ago.

3. Hoketa, present, under 10.

That her former husband, Emahlubbee, had left her three years before the treaty and was at that time living with another wife at another place, about 3 miles distant from her place. The she then lived on Pearl River, in Leflore's district (now Leake County), where she had an improvement of a house & field, where she then lived, & where she continued to reside for about three (3) years after the treaty, when, during a temporary absence to pick out cotton, a white man named Wilkinson took possession of her place; that finding this white man in possession on her return she removed about two (2) miles off, & remained there about four (4) years, when she was again dispossessed by a white man named Chamley. She then removed across the river and remained about one year, when she was driven from that place by a white man, whose name she does not recollect. She then removed & settled on land belonging to Tobias Ward, on Pearl River, where she has resided ever since. That neither she nor any of the children above named have ever been west, but have always remained in the ceded country.

That in the summer of the treaty, & within six months of the ratification thereof, she went to the annuity at Ben. Leflore's for the purpose of having the names of herself & her children registered for the five years' stay under the 14 art. of the treaty. That she went to the house in which the agent, Ward, was doing business for this purpose, but was prevented by the crowd from presenting herself before him until she learned that Ward had refused to register some who had been in before her, & had declared that he would register no more, when the crowd dispersed, & she left, satisfied that further attempts to get registered would be useless.

That she has never applied for nor received any grant of land under any other article of the treaty, and never within five years from the ratification of the treaty made any contract for the sale of any land, scrip, or other compensation to be awarded by gov't in satisfaction of her claim under the treaty.

Examined by the board:

Claimant recollects signing the application for her claim. She gave in to the squire four names—the child dead & those present, including the little boy. William Cobb was the interpreter. She does not remember being asked the ages of the children. No one but her son & daughter were with her. She remembers giving the names to him.

EMAH HO KA, her x mark.

Sworn & subscribed before us this 26 day of November, 1844.

WM. TYLER,
GEO. S. GAINES,
S. RUSH,
Com's.

Emah ho ka.—Case No. 1016.

Ta holl bah tubbee, a witness produced on the part of the claimant, being duly sworn & examined, testifies as follows, viz: That he is about 34 years of age and is the son-in-law of claimant. That at the date of the treaty of Dancing Rabbit Creek, which was about fourteen (14) years ago, he was well acquainted with the claimant & her family; that he then lived about fifteen (15) miles from her; that she is a Choctaw & was then the Choctaw head of a family & had living with her three unmarried children, viz:

1. Ahpansatubbee, under 10 ys. of age, now living with his father-in-law, Bahnatubbee, on Pearl River; has heard him say that he did not want to come before the board.
2. Hickuntunah, under 10 ys.; died about 6 ys. ago.
3. Hoketa, under 10 ys.; present.

These children all lived with claimant at the date of the treaty. Claimant & her husband, Emah lubbee, had parted about three years before the treaty and Emah lubbee had married another wife & was at that time living with this second wife about three miles from claimant's place. Claimant has never been married since. The children above named remained with her until they respectively married.

Claimant then lived on Pearl River, in Leflore's district (now Leake County), where she had improvement of a house & field, & where she continued to reside for about three years. About this time she went in the fall of the year as usual to pick out cotton, & on her return, after the cotton picking season was over, she found a white man named Wilkinson in possession of her place. Witness was in company with claimant on this tour & returned with her to her place, & saw this white man in possession. Claimant then removed about two miles off, where she remained about four years & was again driven from this place by a white man named Chambley. She then removed across Pearl River & lived at a place for about one year, from which she was again driven off by a white man, whose name witness does not recollect. She then removed & settled on land belonging to Tobias Ward, & has remained there ever since. Neither claimant nor any of her children above named ever went west, but have always remained in the ceded country.

Witness states that in the summer after the treaty he went with claimant to the annuity at Ben. Leflore's for the purpose of getting the names of herself & her children registered for the five years' stay under the 14th art. of the treaty; they went from the camp to the house where Ward, the agent, was doing business in company; they found the house crowded and were unable to get in until the crowd dispersed, when it was announced & generally understood & believed that the agent would register no more names. Claimant, supposing that further efforts to get registered would be useless, left in company with witness. Claimant took no part of the annuity.

Witness states that claimant never to his knowledge applied for or received any grant of land under any other article of the treaty, & never to his knowledge made any contract within five years from the ratification of the treaty for the sale of her claim under the treaty. Witness knows of no Choctaw who ever went west, returned, and is now claiming land.

Examined by the board:

Deponent knew claimant & family well at the date of the treaty. The oldest child was small at the date of the treaty, the second was smaller,

and the girl present was very small. He was not with claimant when she made her application before the justice of the peace.

TA HOLL BAH TUBBEE, his x mark.

Sworn to & subscribed before us this 26th day of Nov'r, 1844.

WM. TYLER,
GEO. S. GAINES,
S. RUSH,
Com's.

No. 1024.

O-na-ham-bee, a Choctaw, & the Choctaw head of a family at the date of the treaty of Dancing Rabbit Creek, claims a section of land for himself under the 14th article of the treaty, embracing his then improvement, or a part of it, ½ mile west of Ken-touka. He also claims adjoining lands for the following unmarried children, living with him at the date of the treaty, to wit:

1. Pi-ane-ta-hubbee (dead), over 10.
2. Hock-kah-la-ho-nah, over 10.
3. Im-mahu-cha-tubbee, under 10.
4. Yok-ah-tubbee (dead), under 10.
5. Nock-a-na-ho-ka, under 10.
6. Me-ah-ho-tubbee (dead), under 10.
7. Phil-lum-ma-tubbee (dead), under 10.
8. E-ba-ma-ah-ho-ka (dead), under 10.

O-NA-HAM-BEE, his x mark.

STATE OF MISSISSIPPI,
Ne-sho-ba County:

Personally appeared before me, Reuben Barrett, an acting justice of the peace for said county & State, O-na-ham-bee, who, being sworn, states that the facts set forth in the foregoing application are true to the best of his knowledge, information, & belief.

O-NA-HAM-BEE, his x mark.

Sworn & subscribed to before me on 20th day of April, 1843.

REUBEN BARRETT, [SEAL.]
Justiuz of the Peace.

Numbers pointed out by Pah lubbee to John W. Morris.

O na ham bee, a full-blood Choctaw, 5 feet & 7 inches high & about 60 years of age, being sworn, states:

That at the date of the treaty of Dancing Rabbit Creek he was the Choctaw head of a family, & had then living with him the following unmarried children, to wit:

1. Pi ane ta hubbe, over 10 y's of age, since dead.
2. Hock kah la honah, do.
3. Im mahu chah tubbee, under 10 y's of age.
4. Yok ah tubbee, do. dead.
5. Nock a na hoka, do.
6. Me ah ho tubbee, do. dead.
7. Phil lum ma tubbee, do. dead.
8. E-bah-ma ah hoka, do. dead.

That he then lived on Kin touka Creek, in Leflore's district, now Neshoba County, where he had a house & field, & where he continued

to reside for about four (4) years after the treaty. He then removed to Shu quah natchee Creek, now Kemper County, and was induced to do so for the following reasons: On a visit which he made about this time to Little Leader, with whom he had always been particularly intimate, calling each brother, he was told by Little Leader that he (Little Leader) had secured his land as a captain under the treaty, and that if claimant would come & reside upon it, and become one of his warriors, he should be permitted to remain there as long as he lived, & would be well treated by him. As a farther inducement, he told claimant that there was a good school in the neighborhood to which he might send his children. Claimant having previously learned from his capt. (Cobb) that the paper upon which his name & the names of his people had been registered had been destroyed, and it being the general impression among the people in his neighborhood that they would get no land, was induced from this circumstance to yield to the solicitations of Little Leader, & removed to his reservation, on Shee quah natchee. About a year & a half after settling thus he was ordered off by Little Leader for disobeying his commands, but being advised by a white man to remain he did so, although Little Leader sent a man to plough in his field, who, finding him firm in his purpose to remain, soon left his premises. The next year, however, he was forced to leave in consequence of a sale of his place by Little Leader to a white man named Doct. Cocke. He then removed to Pa tick fah Creek, where he has resided ever since. Neither claimant nor his children ever went west, but have always remained in the ceded country.

That within six months after the ratification of the treaty (it being in the spring after & about peach-time) claimant attended a council at George Turnbull's house (who was understood to have been authorized by Ward, the agent, to make out lists & have them returned to him), & had the names of himself & his children put upon Capt. Cobb's list of warriors who intended to take the five years' stay under the 14 art. of the treaty, which list claimant, as one of Capt. Cobb's light-horsemen, carried to Ward's house within four days after the council at Turnbull's. Not finding Ward at home, claimant was informed by his brother that he could hand the list to the agent at the annuity which was soon to take place at Leflore's. Claimant, on his return home, finding his wife very sick, sent the list to Pahlubbee, another one of Cobb's light-horsemen, who carried it to the annuity at Leflore's, & then presented it to Col. Ward, the agent.

That claimant has never received any grant of land under any other article of the treaty, and never, within five years from the ratification of the treaty, made any contract which he considered binding for the sale of any land, scrip, or other compensation to be awarded by government in satisfaction of his claim under the treaty.

O NA HAM BEE, his x mark.

Sworn to & subscribed before us, 24th Sept'r, 1844.

GEO. S. GAINES.
S. RUSH.

O na ham bee.—Case No. 1024.

Hi-ah-kah, a witness produced on the part of the claimant, being duly sworn & examined, testifies as follows: That he is about 60 years of age & distantly related to claimant. That at the date of the treaty of Dancing Rabbit Creek, which was about 14 years ago, deponent was

well acquainted with claimant & his family. He then lived about 8 miles from him. That he is a Choctaw & was then the head of a Choctaw family, & had living with him the following unmarried children, to wit:

1. Pi am ta hubbee, over 10 y's of age, since dead, no issue.
2. Hock kah la ho nah, do., present.
3. Im mahu chah tubbee, under 10 y's of age, present.
4. Yok ah tubbee, do., no issue, dead.
5. Nock a na hoka, do., present.
6. Me ah ho tubbee, do., no issue, dead.
7. Phil lum ma tubbee, do., do., dead.
8. E-bah-ma-ah-hoka, do., do., dead.

That claimant then lived on Kin-touk-a-Creek, in Leflore's district, now Neshoba County, where he had a house & field & where he continued to reside for about four (4) years after the treaty, when he left the neighbourhood & went down to the neighbourhood of Little Leader, on Shu quah natchee. Deponent states that he removed the fall after claimant did & went to the same neighbourhood, where he remained about two (2) years & then left, Ona-ham-bee, the claimant, still remaining on Little Leader's land. Deponent states claimant never removed west, but has always remained in the ceded country.

That in the summer after the treaty, about peach time, deponent saw claimant at a council at the house of George Turnbull, who it was generally understood was authorized by the agent, Col. Ward, to make out lists for registration, and saw him then give in to Turnbull the names of himself & children to be put down on Capt. Cobb's list of applicants for the five years' stay under the 14th art. of the treaty. Turnbull wrote as if he was putting them down & deponent believes they were duly placed upon the list. Deponent states that he was a short time afterwards present at the annuity at Leflore's & saw Pahlubbee, one of Cobb's light-ho'semen, hand that list to the agent, Ward.

Deponent states that claimant has never to his knowledge received any grant of land under any other article of the treaty, nor ever to his knowledge made any contract within five years from the ratification of the treaty for the sale of his claim under the treaty. Deponent knows of no Choctaw who ever went west, returned, and is now claiming land.

HI-AH-KAH, his x mark.

Sworn to & subscribed before us this 24th day of Sept., 1844.

GEORGE S. GAINES,
S. RUSH,
Com's.

No. 1025.

Im-mah-ho-to-nah, a Choctaw, & the Choctaw head of a family at the date of the treaty of Dancing Rabbit Creek, claims a section of land for herself under the 14th article of said treaty, embracing her then improvement, 1 mile west of Ken-tau-ka. She also claims adjoining lands for the following unmarried children living with her at the date of the treaty, to wit:

1. Ho-pah-ko-nubbee, over 10.
2. Oon-both-tubbee, over 10.

IM-MAH-HO-TO-NAH, her x mark.

STATE OF MISSISSIPPI,
Ne-sho-ba County:

Personally appeared before me, Reuben Barrett, an acting justice of the peace for said county & State, Im-mah-ho-to-nah, who, being sworn, states that the facts set forth in the foregoing application are true to the best of her knowledge, information, & belief.

IM-MAH-HO-TO-NAH, her x mark.

Sworn & subscribed to before me on 20th day of April, 1843.

REUBEN BARRETT,
Justiuz of the Peace.

Numbers pointed out by Pahlubbee to John W. Morris.

Im-mah-ho-to-nah, a full-blood Choctaw, 5 feet & 3½ inches high, & about 50 years of age, being sworn, states:

That at the date of the treaty of Dancing Rabbit Creek she was the head of a Choctaw family, & had then living with her the following named children, viz:

1. Ho-pah-ko-nubbee, over 10 years of age, present.
2. Oon-both-tubbee, under 10 years of age, present.

That claimant then lived on Kin touk a Creek, in Leflore's district (now Neshoba County), where she had a house & field, and where she continued to reside for about four (4) years after the treaty, when she was told by her brother, O-na-ham-bee, that the paper on which her name had been registered had been spoiled, and that she would not get land, but that if she would go with him to Shee quah natchee, Little Leader would give her land to live on. She accordingly removed to the neighbourhood of Little Leader, on Shee quah natchee, where she remained until Little Leader, about 2½ years after, sold the land upon which she lived to a white man named Doct. Cocke. She then removed to Pa tick fah (Kemper County), where she has resided ever since. Neither she nor her children ever removed west, but have always remained in the ceded country.

That within six months after the ratification of the treaty claimant attended the council at the house of George Turnbull, who was understood to be authorized by the agent, Col. Ward, to make out lists for registration, & had her name & the names of her children put upon Capt. Cobb's list of persons intending to take the five years' stay under the 14 art. of the treaty, which list she understood was presented by Pahlubbee, one of Cobb's light-horsemen, to the agent at the annuity at Leflore's, which occurred soon after.

That claimant has never received any grant of land under any other article of the treaty, & never within five years from the ratification of the treaty made any contract considered binding for the sale of any land, scrip, or other compensation to be awarded by government in satisfaction of her claim under the treaty.

IM-MAH-HO-TO-NAH, her x mark.

Sworn & subscribed before us 24th Sept'r, 1844.

GEO. S. GAINES.
S. RUSH.

Im mah ho to nah.—Case No. 1025.

Hi-ah-kah, a witness produced on the part of the claimant, being duly sworn & examined, testifies as follows: That he is about 60 years of age, & distantly related to claimant. That at the date of the treaty of Danc-

ing Rabbit Creek, which was about 14 years ago, deponent was well acquainted with claimant & her family. He then lived about 8 miles from her. That claimant is a Choctaw, & and was then the head of a Choctaw family, & had living with her the following unmarried children, viz:

1. Ho pah ko nubbee, over 10 y's of age; present.
2. Oon-both-tubbee, under 10 y's of age; present.

That claimant then lived on Kin touka Creek, in Leflore's district (now Neshoba County), where she had a house & field, and where she continued to reside for about four (4) years after the treaty, when she left the neighbourhood of deponent & removed to Shu quah natcha with her brother, O-na-ham-bee. Deponent removed the following fall to the same neighbourhood, on Shee quah natchee, and, after remaining there about two years, left, the claimant still remaining on the land of Little Leader. Claimant never removed west, but has always remained in the ceded country.

That deponent saw claimant at the council at Turnbull's in the summer after the treaty, & saw her then give in to Turnbull the names of herself & her children to be put upon Cobb's list of claimants under the 14th art. of the treaty. He attended the annuity at Leflore's shortly after, & there saw Pahlubbee, one of Cobb's light-horsemen, present this list to the agent, Ward.

Deponent states that claimant never, to his knowledge, ever received any grant of land under any other article of the treaty, & never, to his knowledge, made any contract within five years from the ratification of the treaty for the sale of her claim under the treaty. Deponent knows of no Choctaw who ever removed west, returned, & is now claiming land.

HI AH KAH, his x mark.

Sworn to & subscribed before us this 24th day of September, 1844.

GEO. S. GAINES,
S. RUSH,
Com's.

No. 1026.

O-na-ta-cha, a Choctaw, & the Choctaw head of a family at the date of the treaty of Dancing Rabbit Creek, claims for herself a section of land under the 14th article of said treaty, embracing her then improvement, or a part of it, ½ mile west of Kentouka.

O-NA-TA-CHA, her x mark.

STATE OF MISSISSIPPI,
Ne-sho-ba County:

Personally appeared before me, Reuben Barrett, an acting justice of the peace for said county & State, O-na-ta-cha, who, being sworn, states that the facts set forth in the foregoing application are true, to the best of her knowledge, information, & belief.

O-NA-TA-CHA, her x mark.

Sworn & subscribed to before me on 20th day of April, 1843.

REUBEN BARRETT, [SEAL.]
Justice of the Peace.

Numbers were pointed by Pah lubbee to John W. Morris.

Oon-ah-ta-cha, a full-blood Choctaw, 5 feet & ¾ inches high, & about 80 years of age, being sworn, states:

That at the date of the treaty of Dancing Rabbit Creek claimant was the head of a Choctaw family.

That she then lived on Kintouka Creek in Leflore's district (now Neshoba County), where she had a house & field, & where she continued to reside for about four (4) years after the treaty, when understanding from her son, Ona-hamba, that she would get no land by remaining where she lived, it being generally understood that the paper upon which the names of Cobb's people had been registered had been spoiled, she was induced by his advice to accompany him to Shuquahnatchee, where she settled upon Little Leader's land. She remained there about 2½ years & then removed with her son to Patickfah Creek, where she has resided ever since. She never removed west, but has always remained in the ceded country.

That in the summer after the treaty claimant attended the council at Turnbull's & gave in her name to be put upon Cobb's list of persons intending to apply for the five years' stay under the 14th article of the treaty, which list she understood & believes was presented to the agent, Ward, at the annuity at Leflore's soon after by Pahlubbee, one of Cobb's light-horsemen.

That claimant has never received any grant of land under any other article of the treaty, & never, within five years from the ratification of the treaty, made any contract which she considered binding for the sale of any land, scrip, or other compensation to be awarded by government in satisfaction of her claim under the treaty.

OON-AH-TA-CHA, her x mark.

Sworn to & subscribed before us, 24th Septr., 1844.

GEO. S. GAINES.
S. RUSH.

Oon ah ta cha.—Case No. 1026.

Hi-ah-kah, a witness produced on the part of the claimant, being duly sworn & examined, deposes as follows:

That he is about 60 years of age & is a distant relative of claimant.

That at the date of the treaty of Dancing Rabbit Creek, which was about 14 years ago, deponent was well acquainted with claimant; he then lived about 8 miles from her.

That she is a Choctaw & was then considered the head of a Choctaw family. She lived in a separate house alone & owned & cultivated a separate field.

Claimant then resided on Kintouka Creek in Leflore's district (now Nashoba County), where she had an improvement of a house & field, & where she continued to reside for about four (4) years after the treaty; she then removed at the time her son, O-na-ham-bu, did to Shu quah natchee. In the fall, after her removal, deponent also removed to the same neighbourhood on the Shu quah natchee, where he remained about two years, & then left the claimant still remaining on Shu quahnatchee. Deponent understands & believes she now resides upon Patick fah. He is satisfied that claimant never removed west but has always remained in the ceded country.

Deponent saw claimant at the council at Turnbull's in the summer after the treaty, & saw her then give in her name to Turnbull to be put upon Cobb's list of persons applying for the five years' stay under the

14th article of the treaty, which list deponent afterwards saw Pahlubbee, one of Cobb's light-horsemen, present to the agent, Col. Ward, at the annuity at Leflore's' which occurred soon after.

Claimant has never to the knowledge of deponent received any grant of land under any other article of the treaty, nor did she, to his knowledge, make any contract within five years from the ratification of the treaty for the sale of her claim under the treaty. Deponent knows of no Choctaw who has ever removed west, returned, and is now claiming land.

HI AH KAH, his x mark.

Sworn to & subscribed before us this 24th day of Sept., 1844.

GEO. S. GAINES,
S. RUSH,
Com's.

PETITIONS AND EVIDENCE IN ABSTRACT G, OF REJECTED CASES.

No. 9.

Hi-a kah states that on the 27th day of Sept., 1830, he was the head of a Choctaw family and a member of that nation; that within six months after the ratification of the treaty he signified to Col. Ward, agent of the United States, his intention to remain and become a citizen of the States, and take lands under 14th article of the treaty. He belonged to what was known as Capt. Cobb's company; he then lived on lands now embraced in section No. 29, township 11, range 10 E., where he had an improvement and continued to live thereon until the fall of 1834, when he, failing to get his lands, was over pursuaded by On-ah-ham-bee to go to the Suk-he-nucha tribe of Choctaws, where, as he told him, he could get his lands in half a moon; when that time expired he was put off from time to time by the promise that he would obtain his lands in a short time, until he found they were deceiving him and he returned to his old place where he has resided ever since. The signification of his intention to remain was registered by Col. Ward, the agent, but is not to be found.

At the time of the ratification he had residing with him four unmarried children, over ten years of age, whose names were Tus-ke-a-tubbee, Ish-tim-o-hae, Im-ulth-pae-sa-honah, Tan-o-le-honah, and two, under ten years of age, named Ish-te-oh-to-nubbee, Ano wa ho-ne-ubbee.

CHS. FISHER,
Atto. for Clt.

No. 9.—Hi-a-ka, a full-bred Choctaw, about fifty years of age, being interrogated, says his name is Hi-a-ka; that at the time of the treaty of Dancing Rabbit Creek he had—

Tus-ki-a-tubbee, a male child of thirty years of age.

Isti-mo-ha-ya, female, twenty-eight years of age at the date of the treaty.

Immath-pa-sa-ho-na, female, twenty-six years of age at the date of the treaty.

Tam-o-le-honah, female, twenty-three years at the date of the treaty.

Is-te-a-to-nubbee, male, under ten at the date of the treaty.

No-a-ho-nubbee, male, under ten at the date of the treaty, at home with a woman keeping house for him.

Colo. Fisher is his counsel.

Pah-lubbee, a full-bred Choctaw, a witness for claimant, being sworn by one of the commissioners on the Holy Evangely, deposes as follows (in Choctaw): Is acquainted with Hi-a-ka; is his neighbour, both living on the same section of land; has known him a long time; were children together; is acquainted with his family. At the time of the treaty Hi-a-ka had seven children; on reflection, he says he made a mistake; claimant had but six children at the date of the treaty; knows them well; does not know if the seventh child was born before or after the annuity; thinks it was born about that time; cannot say positively.

The eldist child of claimant was:

1. Tus-ki-a-tubbee, he thinks, about 37 years at this time; he has but little knowledge of the ages of other people's children, and speaks by guess.
2. Is-ti-mo-ha-ya; it is rough guessing; he thinks her age about 34.
3. Immath-pa-sa-ho-na, her age, perhaps, 31 or 32 at this time.
4. Pis-tan-ole-ho-na; her age about 23 at the treaty.
5. Is-tia-to-nubbee, about 12 years of age at this time.

No-a-ho-nubbee (at home); his age about 8 or 9 at this time.

These children were all unmarried and living with Hi-a-ka at the date of the treaty. Claimant had an improvement, a house and field, at the time of the treaty, but he went off and left it, and witness took possession of. Hi-a-ka lived on his improvement at the date of the treaty, and continued to live on it for about three years and a half before he left it. Hi-a-ka went away in the spring and remained two winters; witness saw him go, but asked him no questions; he took all his family with him. When claimant went away witness took possession of his house, and when he returned he (claimant) took possession of witness's house. Hi-a-ka made no request to him to keep possession for him. Hi-a-ka has remained at witness's old house since his return to this time. Witness's wife is a sister of Hi-a-ka. He has no interest in Hi-a-ka's claim. Claimant was present at the payment of the annuity. His name was on the paper presented to Colo. Ward. He saw him go up and have his name registered. Neither Hi-a-ka nor any member of Capt. Cobb's company received any part of the annuity.

PAH-LUBBEE, his x mark.

Taken and sworn to at Leflore's this 10th Jan'y, 1838, before—

J. MURRAY.
P. D. VROOM.

Tus-ki-a-tubbee, apparently at this time about 26 years of age; Is-ti-mo-ha-ya, 25; Immath-pa-sa-ho-na, 22; Tan-o-le-ho-na, 20; Is-tia-to-nubbee, 12; No-a-to-nubbee, not present, from description about 5. In this case all the children, but one, were present and before the witness.

No. 23.

Ho-ta-nah states that on 27th of Sept., 1830, she was the head of a Choctaw family & a member of that nation; that within six months after the ratification of the treaty she signified to Col. Ward, agent of the United States, her intention to remain & become a citizen of the

States, & take lands under the 14th article of the treaty. The agent (Ward) registered her name, which registration is now not to be found. She then belonged to Capt. Cobb company & lived on lands now embraced in section No. 28, township 11, range 10 E., where she had an improvement & continued to live thereon for five years after the ratification of the treaty. She then had residing with her two unmarried children, over ten, named Si-e-an ah & A-pis-ambee, and three, under ten, named A-lah-nubbee, Achuse, Ha-pi-ah-ish ta-lubbee.

CHS. FISHER, *Atto. for Ct.*

No. 23.—Ho-ta-nah, a female, a full-bred Choctaw, aged about 45 years, being interrogated, says her name is Ho-ta-nah; that she is married to Noc-any-ho-go-tubbee (real man, he kills him), now living; was married to him before the treaty; he is her third husband; has three children, now living, by her present husband; two at home and an infant now present. The eldest of the two, named Ho-pi-a-sto-lubbee, a boy, about one month old at the date of the treaty; the second, Sta-ma-chubbee (give it and kills it), a male, born since the treaty; does not know how long. The name of her first husband was Is-tik-a-tubbee; by him she had two children; the first, Si-nah, a daughter, at home, about 23 years old at this time. The second, a son, present, Pa-sam-ba, about 20 years of age at this time; these are all the children by the first husband, who is now dead.

The second husband was named Wi-a-tubbee, now living, and here at the camp; by him she had two children, now present; the eldest, A-la-nubbee (he came and he killed it), a boy, born before the treaty. A-choues, a boy, present, born before the treaty. These are all her children by her second husband.

Wi-a-tubbee, her second husband, has married again some time before the treaty. Her father was named Nath-ho (Did not hit it); died a great while before the treaty. Her mother was named Ho-ta-ka; died soon after her father. Colo. Fisher is her counsel.

Pah-lubbee, a full-bred Choctaw, a witness for claimant, being first sworn, on the Holy Evangely of Almighty God, by one of the commissioners, deposes as follows: That he is acquainted with Ho-ta-nah, [pointing her out]; has known her a great while; lives about one mile from her; sees her often; she lives on Be-a-sha Creek, where she has lived since she was a child; moved from the old into a new house some time before the treaty, built less than a mile from the old one, not in the same clearing; moved, because the timber was scarce where the old house stood, to where they could get rails convenient, and cleared a new field before the treaty.

Ho-ta-nah has been married three times. Stic-a-tubbee was her first husband; he has been dead a long time; by him she had two children, both living, one present before him, and one at home.

Si-na, the eldest, a female, at home, aged at this time about 22 or 23 years. Married, some time since the treaty, to Ca-lo-ha; does not think this is his right name, thinks it is a nic-name; formerly knew him by another name, but has forgotten it. He is always called Ca-lo-ha. Ca-lo-ha and his wife lived with Ho-ta-nah until within one year. Have now moved a little way off, in sight.

A-pa-sam-bee, the second by the first husband [present and pointed out], about 20 years old; at this time unmarried; is now living and has always lived with his mother.

These are all the children by her first husband. Ma-ia-chubbee was

her second husband; is now living, and at the camp here; was separated from his wife some time before the treaty. He got another wife, and then he threw this one away. She had two children by him, which have been kept by the mother ever since the separation; they are now present [pointing them out].

A-la-nubbee, the eldest, is now about sixteen or seventeen.

A-choues, the second, about twelve or thirteen years of age at this time.

These are all the children by the second husband.

Noc-any-ho-ca-tubbee is the name of her third husband; he is living and is now at the camp here; does not exactly know when they were married, but is certain it was some time before the treaty.

By her third husband she has three children: O-pa-ish-ta-lubbee, a boy, at home, very small at the time of the treaty; is certain he was born before the treaty; he was very small, could not walk; the other children born since the annuity, one near that time; all the children then living, above named, lived with claimant at the time of the treaty.

The present husband is not a claimant at this place under the treaty. He thinks he will be a claimant in Tan-o-pe-shubbee's party on Bo-yo-chitto. He thinks he is a leader among the Bo-yo-chitto's. He does not think that Ho-ta-nah was at Ben. Leflore's at the time of the payment of the annuity; she was at Turnbull's, and her name was then put on the list, and he brought it here and delivered it to Colo. Ward. Claimant is his sister-in-law. He has no interest in her claim. She belongs to Capt. Cobb's company.

PAH LUBBEE, his x mark.

Taken and sworn to at Leflore's the 12th Jan'y, 1838, before—

J. MURRAY.
P. D. VROOM.

FEB'Y 22.—Pah-lubbee, the witness, being recalled, deposes as follows: That the female now present is Si-nah, the daughter of Ho-ta-na, the claimant, by her first husband, Stic-a-tubbee, now dead. She is the same described by him in the former part of his deposition as being at home when he was examined. The boy, also present before the commissioners, is Opa-ish-ta-tubbee, a son of Ho-ta-na by her third husband, Noc-any-ho-ca-tubbee, and mentioned in a former part of his deposition as then at home.

PAH-TUBBEE, his x mark.

Taken & sworn to at Ben. Leflore's, this 24th Feb'y, 1838, before—

J. MURRAY.
ROGER BARTON.

No. 34.

Robert Turnbull states that on 27th of Sept., 1830, he was the head of a Choctaw family & a member of that nation; that within six months after the ratification of the treaty he signified to Col. Ward, agent of the United States, his intention to remain and become a citizen of the States, & take lands under the 14th article of the treaty. The agent, Ward, registered his name, which registration is now not to be found. He then lived in Capt. Turnbull's company, and lived on land now em-

braced in section No. 27, township 24, range 2 E., where he had an improvement, and continued to reside thereon for five years after the ratification of the treaty.

JOHN B. FORESTER,
Atty. for Claimant.

JAN'Y 17.

No. 34.—Robert Turnbull, a quadroon Choctaw, aged about 27 y'rs, states that at the time of the treaty he was unmarried and had no children; his family consisted of negro slaves entirely. Colo. Forrester is his counsel.

John T. Hammond, a witness for claimant, being first sworn by one of the commissioners, answers as follows: That he is acquainted with Robert Turnbull, the claimant, and has known him about 10 years. He (the witness) was at Ben. Leflore's at the time of the payment of the annuity, at which time and place he saw the claimant in the porch of the house in which Colo. Ward kept his office. Claimant asked him to wait for him until he went in and registered his name under the 14th art. of the treaty of Dancing Rabbit Creek. Turnbull went into the room to Colo. Ward, and in about ten or fifteen minutes returned and told witness he had registered his name. Knew the father and mother of claimant; they were both reputed to be half-blood Choctaws. Witness is a claimant under the 14th art. of the treaty; is not in any manner related to Turnbull, and has no interest in his claim.

JOHN T. HAMMOND.

Sworn to & certified at Ben. Leflore's this 17th Jan'y, 1838, before
J. MURRAY.
P. D. VROOM.

Anthony Turnbull, a half-blood Choctaw, a witness for claimant, being sworn by one of the comm'rs, deposes as follows: That he is acquainted with Robert Turnbull. He is his brother, and has been acquainted with him all his life; he is, as near as he can tell, about 30 y'rs of age. At the time of the treaty he lived on a creek called Doscal-wa, running with Yalla Busha, on the edge of Talea-hatcha swamp, about 18 miles distant from the residence of deponent at the date of the treaty. His residence is in Taleah-atcha County. He had buildings and a field of 20 acres, where he lived at the time of the treaty. He had no family but negro slaves, about 3 or 4; worked the place on his own account. Settled there, he thinks, the winter previous to the treaty. He built the houses and cleared the land himself; he has lived there from the treaty to this time, except for two or three months when he went to Red River. He went with goods to Red River, and to look at the country. Does not know whether he went there to remain if he liked the country. Went in the summer. Witness saw him there. Returned before witness moved back. On the return of the witness he saw his negroes on the place at work in the winter; does not know if they were there all the time. Does not know if he ever took his negroes off the place until last winter; knows he did not take them with him to Red River. Does not know if he raised a crop the year he went to Red River. He (the claimant) was on Red River the summer previous to the first land sales at Chocchama. Sold his goods at wholesale; did not open them; did not enrole himself in any company on Red River while in that country; he remained a part of his time across the river at Jonesborough. He has no interest in the claim. At the time claim-

ant returned witness came with him. Witness returned to Red River afterward, where he remained a year, and then moved back with his family.

Cross-ex.:

When claimant went to Red River a white man by the name of Page went to live on the property by the permission of the claimant, as claimant informed him. Does not know if he paid rent. Another white man, by the name of White, went to live on another part of the property last winter; Page remains there yet, and has lived there ever since. Claimant, after his return from Red River, went to live in another house off his own land, and cleared a new field on his own land. Claimant has informed him that the new house is off his own land.

Quest. by dist. att'y. Did Robert Turnbull belong to your company; and was his name on Garret E. Nelson's list, as given to Colo. Ward at the agency; and did you see it on Ward's list?

A. He belonged to his company. He did not see his name on Ward's book, and does not know that it was on Nelson's list.

ANTHONY TURNBULL.

Taken and sworn to at Leflore's this 22d Jan'y, 1838, before—

J. MURRAY.
P. D. VROOM.

No. 53.

Ah-be-che-ho-nah states that on the 27th of Sept., 1830, she was the head of a Choctaw family and a member of that nation; that within six months from the ratification of the treaty she signified her intention to remain (by requesting Pah-lubbee to have her name put on the list at Turnbull's) and become a citizen of the State, and take lands under the 14th article of the treaty. She is informed that Pah-lube forgot or neglected to have her name put down by Col. Ward, agent of the United States. She then belonged to Capt. Cobb's company, and lived on lands now embraced in section 31, township 11, range 8 E., where she had an improvement, and continued to live thereon for five years after the ratification of the treaty. She then had residing with her one unmarried child over ten years of age, named Ash-wah-tubbee, and one under ten, named An-ow-ah-ho-nah.

CHS. FISHER,
Atto. for C't.

Wit.: Pah-lubbee.

No. 53.—A-be-che-ho-na, a full-blood Choctaw, aged 50 years, being interrogated, says her name is A-be-che-ho-na; she is married to Ia-wa-gee; he is now living; was married to him before the treaty; they have always lived together as man and wife; have lived together until they have got very old; had two children living with them at the date of the treaty; the eldest, now present, a male, named Ash-wa-tubbee; the next, a female, present, No-a-ho-na. Colo. Fisher is her counsel.

Pah-lubbee, a full-bred Choctaw, being sworn by one of the commissioners on the part of the claimant, deposes as follows: That he is acquainted with A-be-che-ho-na; knew her at the time of the treaty, and a great while before; she lived within a mile of him, east of Pearl River, on Bia-sha Creek. At the date of the treaty she had a husband

and three children; one was married just before the treaty, and she had then but two living with her; her husband is named Ia-wa-gee; he is at home keeping house; has never been separated from his wife. The eldest child is named—

1. Cunne-a-ho-na; her case has been before the commissioners as a claimant under the 14th article.

2. Ash-wa-tubbee, now about nineteen or twenty, present [pointing him out.]

3. Eno-a-ho-na, a female, present [pointing her out], about 16 or 17.

The last two named children lived with their parents at the date of the treaty. At the date of the treaty claimant had a house and field; it was the wife's improvement. They lived there at the time of the treaty, and had lived there a great while before, and have continued to live there to this time. Claimant was not present at Leflore's at the payment of the annuity, nor at Turnbull's at the council; she sent him word to have her name put on the list at Turnbull's, and he recollects well he had it put on the list. When he was examined before the commissioners he forgot to mention her name on the list; she was then sick; he gave in two children to Turnbull; he did not give in the name of Ia-wa-gee, her husband; he did not request it. He was a Mo-ga-lar-ha man, and does not think his name was put on the list. A-be-che-ho-na belonged to Cobb's company, and has always belonged it. He does not know to what company her husband belonged. Is not related to either claimant or her husband; has no interest in the claim. The land claimed by A-be-che-ho-na has not, to his knowledge, been sold by the government. The reason he forgot the name of claimant at his former examination is that she was sick at the camp and did not come up before him, where all were called on to come who had been registered Turnbull. There is another old woman who was forgotten for the same reason. All the rest came, when they were called, but these two. Claimant told him, before he came to the council at Turnbull's, to have her registered.

PAH-LUBBEE, his x mark.

Taken & sworn to at Leflore's 23d Jan'y, 1838, before—

J. MURRAY.
P. D. VROOM.

No. 69.

Own-ah-ho-yo states that on 27th of Sept., 1830, she was the head of a Choctaw family and a member of that nation; that within six months from the ratification of the treaty she signified to Col. Ward, agent of the United States, her intention to remain and become a citizen of the State, and take lands under the 14th article of the treaty. Ward, the agent, registered her name, which registration is now not to be found. She then belonged to Capt. Pickens' company and lived on lands now embraced in section 26, township 11, range 6 E, where she had an improvement, and continued to reside thereon until about three years ago, when she was driven off by a white man. She then had residing with her one unmarried child, under ten years of age, named Cul-e-yum.

CHS. FISHER,
Atto. for Claimant.

No. 69.—Ona-ho-yo, a female, full-blood Choctaw, aged 30, being interrogated, says her name is O-na-hoyo; that at the date of the treaty she

had a husband and one child; she does not know the name of her husband and never did; her child's name is Co-la-yam, a boy, present, now about 8 years old. Colo. Fisher is her counsel.

Tish-o-ma, a full-blood Choctaw, being sworn by one of the commissioners, deposes as follows: That he is acquainted with Ona-hoyo, the claimant [pointing her out]; knew her at the time of the treaty and before. She lived on Show-a-ta-can-la Creek, one mile from its mouth and one mile from him; was well acquainted with her family at that time; saw them often; she was married at the time of the treaty and about three years before, and soon after the treaty her husband threw her away. Her husband was named *Mis-ha-tubbee*; in the first part of the winter of 1831 he emigrated west of the Mississippi; he has never to his knowledge returned. He threw her away before he went west. They were living together at the time of the treaty, and he threw her away in the middle of the next summer. He remained here a little more than a year after the treaty. He threw away his wife before the time of the payment of the annuity at Ben Leflore's; he does not know how long, but he knows they were apart that time. They disagreed at the time of the council at Turnbull's. Her husband wished her to go west with him, and she refused. When her husband left her she remained at the same place; her child remained with her; she has never married again; she had but one child at the date of the treaty, named Co-la-yam, now about 8 years old; she had another child born about the time of the annuity; he does not know if before or after; the child is named Thompson; he is now at the camp here. At the time of the treaty Mish-a-tubbee lived with his wife at her father's; they lived in a separate house, but in the same yard; the house was built by her father, A-to-ko-laya. Mish-a-tubbee had no field; he worked with his father-in-law in his field; A-to-ko-laya called it his daughter's house. She would, according to the customs of the Choctaws, have had the right to dispose of it if she had wished to move. Ona-hoyo continued to live there more than two years after her husband went away west. She went then and settled on Picken's land; before she moved a white man named Olow came to her house and, in his presence, told her she must move off in three days; if she did not he would bring a force of white men and take her to jail; within the three days she moved her property out of the house to a neighbo4r's; the white man took possession before she moved and put his plunder in it, in his presence; he also put negroes in it. He used no force, but told them he had bought the land and they must be gone in three days. The white man spoke some Choctaw & some English. This house stood in the same yard with the house of Ma-ha to-na, that he has named, and it all happened as he has now & before related in Ma-ha-tona's case in one day. There was no man, none but women belonging to the place, and they could not resist. Witness was at Ben Leflore's at the time of the payment of the annuity. Claimant was also there with her child; he does not know that she went before Colo. Ward. He was not at the council at Turnbull's. The second child of Ona-ho-yo, whom he mentioned yesterday, is named Thompson; he is present [pointing him out]. He has conversed, since he was before the commissioners yesterday, with its mother, and she mentioned circumstances which brought it very distinctly to his recollection that he saw it at Ben Leflore's at the time of the annuity; it was probably a week, or little more, old at that time. Choctaw women are in the habit of going about with their children when only a week old. Ona-ho-yo belonged to Pickens' company at the time of the treaty & before. Claimant is a distant con-

nection of his wife, He has no interest in her claim. The land claimed by Ona-ho-yo has not to his knowledge been sold by the govern't.

TISH-O-MAH, his x mark.

Taken & sworn to at Leflore's this 25 Jan'y, 1838, before us.

P. D. VROOM.
J. MURRAY.

No. 71.

Ish-tam-e-ha states that on the 27th of Sept., 1830, she was the head of a Choctaw family and a member of that nation; that within six months from the ratification of the treaty she signified to Col. Ward, agent of the United States, her intention to remain and become a citizen of the State, and take lands under the 14th article of the treaty. Ward, the agent, registered her name, which registration is now not to be found. She then belonged to Capt. Pickins' company, and lived on lands now embraced in section 26, township 11, range 6 E., where she had an improvement, and continued to live thereon until about three years ago; she was driven off by a white man. She then had residing with her one unmarried child under ten years of age named Cun-e-ah-ho-tim-ah.

CH'S FISHER,
Atto. for Claimant.

No. 71. Is-ta-ma-ha, a female, full-blood Choctaw, aged 35 years, being nterrogated, says her name is Is-ta-ma-ha. At the date of the treaty she had one child living with her named Cun-e-a-ho-te-ma. Her husband went west before the treaty, and left her; does not know his name; Colo. Fisher is her counsel.

Tish-o-ma, a full-blood Choctaw, a witness for claimant, being sworn by one of the commissioners, deposes as follows: That he is acquainted with claimant; her name is Is-ta-ma-ha (pointing her out); knew her at the time of the treaty and before. She lived then on Show-at-a-can-la, one mile from the mouth of the creek, and one mile from him; knew her family, and saw them often. She had a husband living with her at that time; his name was Mish-a-tubbee; he went west in the fall of 1831, and threw away his wife; he was also the husband of O-na-ho yo, and threw them both away at the same time; his two wives were sisters; he wished them to go west with him at the time of the council at Turnbull's, and they refusing, he threw them both away. Claimant had but one child at the date of the treaty; it lived with her at that time—Cun-e-a, a female, present (pointing her out), she is now 13 years of age. The facts proved by this witness in the case of O-na-ho-yo are precisely the same as in this. Witness states that the Choctaw law, in cases of bigamy, place both wives on precisely the same footing.

TISH-O-MA, his x mark.

Taken & sworn to at Leflore's this 26th Jan'y, 1838, before us.

P. D. VROOM.
J. MURRAY.

No, 77.

Pah-ho-tim-ah states that on 27th Sept., 1830, she was the head of a Choctaw family, and a member of that nation; that within six months

from the ratification of the treaty she signified to Col. Ward, agent of the United States, her intention to remain and become a citizen of the State and to take land under 14th article of the treaty. Ward, the agent, registered her name, which registration is now not to be found. She then belonged to Capt. Pickins' company, and lived on lands now embraced in section 26, township 11, range 68, where she had an improvement, and continued to live thereon until about there years ago, when she was driven off by a white man. She then residing with her one unmarried child, under ten years of age, named Gaines.

CH'S. FISHER,
Atto. for Claimant.

No. 77.—Pa-ho-ta-ma, a full-blood Choctaw, a female, 30 years of age, being interrogated, says her name is Pa-ho-ta-ma; that at the date of the treaty she had a husband, Bat-tise, present, & one child, named Gaines, a boy, present. Colo. Fisher is his counsel.

Tish-o-ma, a full-blood Choctaw, a witness for claimant, being sworn by one of the commissioners, deposes as follows: That he is acquainted with the claimant; her name is Pa-ho-ta-ma; knew her at the date of the treaty & before; she lived at thattime on Show-at-a-caw-ley Creek, about one mile from its mouth & one mile from him; knew them well & saw them often; at that time she had a husband, named Bat-tise, living with her, & one child, called Gaines, a boy, present (points him out), about one year old at the date of the treaty, living with his mother. Claimant at that time lived with her mother, Ma-ha-to-na; her husband & child also lived with Ma-ha-to-na in the same house. There was one field belonging to Ma-ha-to-na in which Bat-tise & Pa-ho-to-ma helped to work. They had no separate field of their own. They lived there at the time of the treaty & remained there one winter, altogether more than one year after the treaty, after which they moved on land belonging to Capt. Pickens the succeeding year with his ; the reason of their removal he supposes was that Bat-tise's relations lived there, & he wanted to be with them; he has continued there to this time. Ma-ha-to-na did not remove with them, but remained. Witness was at Leflore's at the time of the payment of the annuity. Bat-tise & his wife & child were there. Did not apply to Ward to be registered that he knows. Witness was not at Turnbull's at the council. Is related very distantly to Bat-tise, has no interest in his claim. Claimant belonged at the time of the treaty & before to Pickens' company. Bat-tise also belonged to the same company. The land claimed by Pa-ho-to-ma has never to his knowledge been sold by Government. Pa-ho-to-ma was the head of the family at Turnbull's council in in the abcense of her husband & Bat-tise, the head of the family at home.

TISH-O-MA, his x mark.

Taken and sworn to, at Leflore's, this 27th Jan'y, 1838, before
J. MURRAY.
P. D. VROOM.

Soc-a-tubbee, a full-blood Choctaw, a witness for claimant, being sworn by one of the commissioners, deposes as follows: That he was at the council at Gorge Turnbull's. Bat-tise, the husband of Pa-ho-ta-ma, was not there; Pa-ho-to-ma was there with her child. Bat-tise' name was not put on the list. His wife was at the head of a family; the child was also put down. Bat-tise & Pa-ho-to-ma were then living together as man wife; about 3 weeks before the council at Turnbull's he saw

Bat-tise go off hunting before any notice had been given that the council was to be held.

SOC-A-TUBBEE, his x mark.

Taken & sworn to, at Leflore's, this 27 Jan'y, 1838, before

J. MURRAY.
P. D. VROOM.

No 79.

Sho-mul-la-tubbee states that on 27th of Sept., 1830, he was a Choctaw head of a family and a member of that nation; that within six months from the ratification of the treaty he signified his intention to Col. Ward, agent of the United States, to remain and become a citizen of the State and take lands under the 14th article of the treaty. Ward, the agent, registered his name, which registration is now not to be found. He then belonged to Capt. Oak-chiak company and lived on lands now embraced in section 16, township 16, range 5 E., where he had an improvement, and continued to live thereon until about 5 years ago; he was driven off by a white man; he has remained in the country ever since. He then had residing with him one unmarried child over ten years of age, named Im-mol-la tubbee. and two under ten, named Sal-la & Fi ho-cha.

JOHN B. FORESTER,
Att'y for Claimant.

No. 79.—Sho-mul-la-tubbee, a full-blood Choctaw, aged forty years, being interrogated, says his name is Sho-mul-la-tubbee. At the time of the treaty he had a wife and three children. His wife's name is A-chea; she is present (pointing her out). His eldest child is named Mool-a-tubbee, a male, present (pointing him out), now about 14 y'rs of age; Sally, a female, present (pointing her out), 10½ years old at this time; Fa-ho-gee, a female, present (pointing her out), 8½ years old at this time. Colo. Forrester is his counsel.

Po-shubbee, a full-blood Choctaw, being admonished by one of the commissioners of the nature and obligation of an oath, was sworn by one of the comm'rs, and deposes as follows: That he knows Sho-mul-la-tubbee and his family well; they live on Pa-lusha, a creek running into the Yazoo River five miles from him. Claimant lived at the time of the treaty on Big Black; there are now some stores close to the place. Claimant at that time had a wife named Chea, now present (pointing her out), and three children. The eldest is named Mal-a-tubbee, a male, present (pointing him out), now 13 y'rs of age; Sally, a female, present (pointing her out), now 10 years old; Fa-ba-chea, a female, now present, now 9 years old. They all lived with their father at the time of the treaty. The youngest child was a little thing at the time of the treaty. He was at the treaty at Dancing Rabbit Creek. Claimant was there; his wife and children were left at home. He had seen the youngest before the treaty; it could then get up and stand alone; he lived 3 miles from him. He saw claimant and his family at their own house a short time before the treaty. He was in the habit of visiting him frequently & they of visiting him; they are not related. He was at claimant's house 4 days before he went to the treaty. At the time of the treaty claimant had a house and & pretty smart field in which he lived for three years after that time; he then moved to Pa-

lusha, where he has lived ever since. On the day claimant moved he was at his house & saw a white man by the name of Rogers who came while he was there & told him he must move out. Claimant went out & packed his things out into the woods. The white man, Rogers, had no person with him but his wife; he brought no waggon or furniture. Rogers took possession & remained there two winters. He saw him there two winters after. Claimant at the time of the treaty belonged to Capt. Oke-chia's company. He went west in a very short time after the treaty. Panissa was then appointed capt. He also went west with the first emigration in the fall of 1831. He heard claimant apply to Panissa to place him on the list for registration for the five years at the time of the payment of the annuity at this place. Does not know if Panissa had his name registered, or if claimant went himself before Colo. Ward. Is not himself a claimant. He had no family at the treaty. Does not know whether Panissa had any of his men registered. Claimant and his family were at Ben. Leflore's at the time of the payment of the annuity. He has no interest in the claim. Witness belonged at the time of the treaty to Tom's company. His capt. has gone west. The land claimed by Sho-mul-a-tubbee has not to his knowledge been sold by gov't.

PO-SHUBBEE, his x mark.

Taken & sworn to at Leflore's this 29th Jan'y, 1838, before—
J. MURRAY.
P. D. VROOM.

No. 85.

Ho-te-a koh, wife of O noo cha, states that within six months from 24th of Feb., 1831, she, as a Choctaw head of a family, signified to Col. Ward, agent of the United States, her intention to remain and become a citizen of the State, and take lands under 14th article of the treaty. Ward, the agent, refused to register her name; she then belonged to Capt. We-shoc-she ho-mah's company, and lived on lands now embraced in section 11, township 11, range 9 E., where she had an improvement, and continued to live thereon ever since. She then had residing with her one child ten years old named Tish-la-tam-bee.

CH'S FISHER,
Atto. for Cl't.

No. 85.—Ho-te-o-ka, a full-blood Choctaw, aged 70, being interrogated, says her name is Ho-te-o-ka; that at the time of the treaty she had a husband living, by name Ona-cha; he belonged to We-shoc-she-ho-ma's company; he has been dead about three years; they lived together at the time of the time of the treaty; her son (pointing him out) is named Tith-a-tam-ba; he is now 20 and upwards (26); has been married about 2 years for the first time; his wife's name is Talla-wa-ho-na, a daughter of Othla. Hith-a-tam-ba belonged at the time of the council at Turnbull's to We-shoc-she-ho-ma's company; she lived at the time of the treaty about five miles on the other side of We-shoc-she-ho-ma, or a creek called Show-a-o-nom-ba, about one mile from its mouth. Colo. Fisher is her counsel.

Tus-can-ola, a full-blood Choctaw, a witness for claimant, being sworn, deposes as follows: That he is acquainted with Ona-cha in his life-time; knew him at the time of the treaty and before; he has been dead some

time, but cannot say how long; cannot recollect if he died before or after the treaty of Dancing Rabbit Creek; he does not recollect that he saw him at the treaty ground; his residence at the date of the treaty was on this side of Pearl River, on Show-a-o-nom-ba Creek, about five miles from him; knew his family at that time; at the date of the treaty he had two children living with him; the eldest child was named—

1. Pis-a-la-he-ma, a female, married at the time of the treaty to Ta-hom-ba, who belonged at that time to Cobb's company. He thinks he is a claimant under the 14th article of the treaty.

2. Tith-a-tam-ba, a male (pointing him out), married two years since to Talla-na-ho-na, a daughter of Othla. She, he thinks, belonged to Cobb's company at the time of the council at Turnbull's. He was never married before, and lived with his mother at the time of the treaty, and still lives with her.

Ono-cha was a full-blood Choctaw, Ho-to-o-ka, also. At the time of the treaty Ona-cha had an improvement, a house, and tolerably large field, in which he, if alive, lived at that time with his family, and where the family have continued to reside to this time. Witness was at Ben. Leflore's at the time of the annuity; cannot recollect if Ona-cha was there. If he was living at that time he could not have been there, as he was very old and infirm, and unable to walk; he could only go a very short distance. Ho-te-ka and Tith-a-tam-ba, he thinks, were there. They did not to his knowledge go before Colo. Ward to be registered. Witness was at Turnbull's at the council. Ono-cha was not there. Hoto-o-ka and Tith-a-tam-ba were there. Hoto-o-ka had her name put on the list. Tith-a tam-ba was put down; he saw it done. The list when finished was taken by We-shoc-she-ho-ma. He never saw the list afterwards until at the camp ground at the time of the annuity at Ben. Leflore's. It was then in the possession of We-shoc-she-ho-ma; he saw him take it out of his saddle-bags; he knows it was the same paper; it was folded up; when open it was about the size of a common half-sheet of foolscap paper; when folded it was about half the size; he does not recollect that it was opened on the camp ground; he saw no writing on it at that time, and does not know if it was written on more than one side; he did not remain in the house at Turnbull's during the latter part of the time they were preparing it; he never saw the paper from the time he left Turnbull's until he saw it at the camp ground at the time of the annuity. We-shoc-she-ho-ma, after he had taken the paper out of his saddle-bags, started off towards the house where Colo. Ward was—at Ben. Leflore's; he thinks he went by himself; he has never seen the paper since. At the time of the treaty Ono-cha and his family belonged to We-shoc-she-ho-ma's company. Is not related to Ono-cha or his family. Is not interested in his claim. The land claimed by Ona-cha or his representatives has not to his knowledge been sold by the government. The last time he saw Ono-cha was at his own house. He cannot say whether it was before or after the treaty, or whether he died before or after it.

TUS-CAN-OLA, his x mark.

Taken and sworn to at Leflore's this 31 Jan'y, 1838, before us.

P. D. VROOM.
J. MURRAY.

No. 93.

Jesse Nelson states that within six months from the 24th of February, 1831, as the Choctaw head of a family, he signified to Col. Ward, agent

of the U. States, his intention to remain and become a citizen of the States; the agent refused or neglected to register his name; he belonged to Capt. Cobb's co., and lived on lands now embraced in sect. 11, township 11, range 9 E., where he had an improvement, and continued to live thereon for two years, when he was driven off by a white man. He had living with him at time of the treaty three children, two over ten years of age, name Buffa & Phi-lo-man tubbee, and one under ten, name Dixon, who is now dead; 2 over 10, named Buffa & Phi-lo-man-tubbee, 1 under 10, name Dixon, dead.

CH'S FISHER,
Atto. for C't.

No. 93.—Jesse Nelson, a half-blood Choctaw, aged 27 years, being interrogated, says his name is Jesse Nelson; that at the date of the treaty he had a wife, named Che-ma, and three children; his eldest child is named—

1. Buffa, a boy, a step-son, the child of his wife; about three years old at the time of the treaty.

2. Fa-la-min-tubbee, a boy, present (points him out); twelve years old at the time of the treaty; he is also a step-son.

3. Dixon, a boy, died about one year after the treaty; about one year old at the time of his death.

These children all lived with him at the time of the treaty. His wife, Che-ma (present), is about 30 years old; he has been married nine years; Buffa was about 8 years old when he, claimant, was married; Fa-la-min-tubbee about two years younger. He lived at the time of the treaty south of Pearl River, on a creek called Chish-i-al-mo. Colo. Fisher is his counsel.

Ha-cubbee, a full-blood Choctaw, a witness for claimant, being admonished of the nature and obligation of an oath, and declaring his knowledge thereof and his belief in a future state of rewards and punishments, was sworn, and deposes as follows: That he is acquainted with Jesse Nelson, the claimant (points him out); knew him at the time of the treaty and before; at that time he lived south of Pearl River, near Tus-ka-la-mitta, on a creek called Chish-i-al-mo, about two miles from its mouth. He had at that time a wife and three children; his wife was named Che-ma; she is present (pointing her out); she was a widow when claimant married her. Her first husband was named Loo-ma-to-cubbee, he was a Moga-lusha; he was not related to witness. At the time Che-ma married claimant she had two children; the eldest is named—

1. Buffa; he supposes he must have been fifteen years old at the time Jesse Nelson married his mother; he was nearly grown at the date of the treaty; he thinks he was not near so old as Jesse Nelson; he supposes he was about 14 years old at the time of the treaty; he lived with claimant at the date of the treaty; he married since he came here, within a few days (for the first time), A-nem-pa-la, a daughter of Tish-o-pia, who is a leading man among Cobb's people. Her second child is named—

2. Fa-la-min-tubbee, about four feet high at the time his mother married claimant; he is present (points him out); he lived with his father, the claimant, at the time of the treaty.

3. Dixon, a boy, who died in a short time after the treaty, very small. He saw it after the treaty; he did not see it at the treaty ground. Che-ma was not there. At the date of the treaty Jesse Nelson had a

house and pretty smart field (he does not know how many acres), on which he lived at the time of the treaty & before, andon which he continued to live about 2 years after the date of the treaty; at that time a white man, whose name he cannot recollect, took possession of a vacant house close by to the claimants, and when Jesse Nelson went to see his father on Yalo-busha, where he remained sometime, this white man took possession of it; Nelson did not take his family with him to his father's, but took them to his mother-in-law's, about twelve miles off, to stay while he was gone; he left his house locked-up, and when he came back the white man had possession of it; witness lived about 12 miles from Jesse Nelson, near his mother-in-law; he was not at Nelson's house when he went away on a visit to his father's, but saw him on his way at his (witness's) house; he does not know that Nelson locked-up his house when he left it; Nelson told him of it; he saw Nelson on his return from his father's, again at his own house (he lived on the road); he did not return with him; Nelson went on home and found that the white man had possession of his house, and returned to his mother-in-law's and told them of it; he, witness, had heard of it before from Nelson's wife; he has no knowledge but from report that the white man had taken possession of Nelson's house as stated; he passed by the place last summer; was a year on a hunting expedition, and saw the house used as a fodder-house; the white man was in the house near; he had never seen the white man there before; Nelson and his family remained some time with his mother-in-law, and then rented land of Cobb and opened a place, where he has lived ever since; Nelson's present residence is about one mile from witness's house; he has lived on this place two summers and has been there all the time and has never been absent; Nelson's friends had gone west, and a little less than a year after the white man had taken possession of his place, as he has before deposed; about Christmas Nelson went west of the Mississippi, and returned in the early part of the next spring, time enough to plant corn; he did not take his family with him, but left them at his mother-in-law's; after he got back he rented a field of his brother-in-law, Chick-a-shaw, on a little branch near the Yalo-busha, and planted corn; witness belongs to Cobb's company; he was at Ben Leflore's at the time of the payment of the annuity; Nelson & family were there; he was in the room late in the evening where Colo. Ward was doing business and saw Nelson bring in his family, and heard him apply to Colo. Ward to be registered for the five years' stay; the sun was not then down; Ward told him it was too late, and Ward told him he must come the next day; witness was not in the house the next day; he was near it on the outside; there appeared to be great confusion; he heard nobody could be registered, and Nelson, who was there, did not go in, and after staying a little while, and finding that he could not get his business done, as he told witness, he went away; he does not think he was registered; many persons were there talking on the same subject together and saying they could not get registered on the same occasion; Nelson and his family belonged, at the time of the treaty and before, to Cobb's company; is related to Nelson's wife, who is a kind of a sister; he is not related to Nelson, and has no interest in this claim; the land claimed by Nelson has not to his knowledge been sold by the government.

HA-CUBBEE, his x mark.

Taken at the house of B. Leflore's, this 5th Feb'y, 1838, before us.

P. D. VROOM.
J. MURRAY.

Ha-cubbee, the witness, being recalled, deposes that the person now produced is named Buffa, and is the eldest child of Jesse Nelson's wife, and is the same person described in the former part of his deposition.

HA-CUBBEE, his x mark.

Taken at the house of B. Leflore's, this 5th day of Feb'y 1838, before us.

P. D. VROOM.
J. MURRAY.

Jesse Nelson states that within six months from the 24th of Feb'y, 1831, as the Choctaw head of a family, he signified to Col. Ward, agent of the United States, his intention to remain and become a citizen of the States; the agent refused or neglected to register his name; he belonged to Cap. Cobb's co; and lived on lands now embraced in section 11, township 11, range 9 E, where he had an improvement and continued to live thereon for two years, when he was driven off by a white man. He had living with him at time of the treaty three children; two over ten years of age, named Buffa & Phil-a-man-tubbee, and one under ten, named Dixon, who is now dead; (over ten, named Buffa & Philamantubbee, under ten, named Dixon, dead).

CHS. FISHER,
Atto. for ct.

No. 97.

Ta-ha-ka states that within six months after the ratification of the treaty, he, as the head of a Choctaw family, signified to Colo. Ward, agent of the U. States, his intention to remain & become a citizen of the States & take land under the 14th article of the treaty. The agent, Ward, neglected or refused to register his name, & it is not now to be found. He belonged to Capt. We-shoc-she-homa's com. at that time, & lived on lands now embraced in section 28, town. 10, range 8 E., and continued there about 2 years after the treaty, when he was driven off by a white man. He had living with him at the time of the treaty three children over 10 years of age, whose names were Phil-a-moon-tubbee, Hi-och-tubbee, and Ste-mi-ha-ya, & one under ten named To-be-ho-nah.

CHS. FISHER,
Atto. for cl't.

No. 97.—Ta-ha-ka, a full-blood Choctaw, aged 60 years, being interrogated, says his name is Ta-ha-ka; at the time of the treaty he had a wife named Filla-ma-ho-na, present (points her out), and four children; the eldest child is named—

1. Fila-moon-tubbee; he died two summers ago; would now, if living, be twenty-six years old; he was five feet high at the time of the treaty at Doak's Stand; he lived with him up to the time of his death; never married.

2. Hi-o-tubbee died three summers ago; he was about 2 years younger than Filla-moon-tubbee; he lived with him at the time of the treaty; never married.

3. Stemi-ha-ya, a female (points her out); he thinks she was two feet high at the treaty at Doak's Stand; she could then run about a little.

4. Tobe-ho-na, a female (points her out); very small at the time of the treaty, just born; they all lived with him at the time of the treaty

on Yoc-e-nuk-eny, about 25 miles from Cobb's; Colo. Fisher is his counsel.

Ma-cam-ba, a full-blood Choctaw, a witness for claimant, being admonished of the nature and obligation of an oath, and declaring his belief in a future state of rewards and punishments, was sworn, and deposes as follows: That he is acquainted with the claimant, Ta-ha-ka (points him out); he is a full-blood Choctaw; knew him at the time of the treaty and before; lived at that time on a branch of Yoc-e-muk-eny called Ke-shi-alono, about half a mile from the mouth of the branch, less than half a mile from him, and about three-quarters of a day's journey above Cobb's. At the time of the treaty he had a wife and five children; his wife is named Filla-ma-ho-na (points her out); his eldest child was named—

1. Fila-moon-tubbee, a male; he died about one year ago; nearly five feet high at the time of the treaty at Doak's Stand; he never married, and lived with his father at the time of the treaty of 1830.

Hi-o-tubbee, a male; he died about two winters ago; about three feet high at the time of the treaty at Doak's Stand; lived with his father at the time of the treaty of 1830, and was never married

3. Stemi-ha-ya, a female (points her out); he saw her at Doak's Stand; she was very small; she lived at the time of the treaty with her father, and was then unmarried; she is now unmarried; he does not think she is now old enough to be married; he was at the treaty at Doak's Stand, and also at the treaty of Dancing Rabbit Creek; does not know the time that elapsed between the two; he is a Choctaw, and does not count years.

4. To-be-ho-na, a female (points her out); very small at the time of the treaty at Dancing Rabbit; could not walk.

These are all the children at the time of the treaty, and all lived at that time with claimant. Claimant had an improvement at the date of the treaty, a house and field, in which he lived at that time, and before, and where he continued to live about two years after; at this time he moved out of his house, and made a camp in sight, at the root of a tree. He was at Ta-ha-ka's house when a white man named Joe Ivy came and turned him out; he talked a great deal to Ta-ha-ka and told him he must make haste to move out, that he wanted to move in; he did not threaten him, but told him he must go out, that he wanted to move in. Claimant then moved out his things a piece and Joe Ivy moved in; all this happened in his presence. Ivy had his wagon with him at the time; he had a bed and cooking utensils which he moved into the house before Ta-ha-ka moved all his things out. He heard about a week after this that Ivy was moving his family, and he went over to claimant's house and saw them arrive and move in; he brought his wife and five children, and another white man came with him; he does not know his name. Ivy did not live there one winter and moved away, when another white man by the name of McMillan came soon after and has continued there ever since. Joe Ivy told Ta-ha-ka he had bought the place, and he moved away directly without resistence. Joe Ivy spoke both in Choctaw and English. When he told Ta-ha-ka to move out he spoke in Choctaw, and also when he told him he had bought the place; he does not know what he said *he said* in English; he does not understand the language; he mixed the two languages together and he understood distinctly what he meant. Witness was at Ben Leflore's at the time of the payment of the annuity; Ta-ha-ka and his family were there; he does not think he went before Colo. Ward to be registered; he was not

at the council at Turnbull's. The reason why he thinks claimant did not go before Ward was, that it was understood Ward did not want to register all who went before him, and therefore he did not think it was worth while. Ta-ka-ka told him he wished very much to be registered, but as he had refused to register others he did not think it worth while to go before him; this was two days before they started from the annuity to go home; they continued together afterwards, and he thinks he did not go before Ward. Ta-ha-ka and his family belonged at the time of the treaty and before to We-shock-she-ho-ma's company; he is not related to Ta-ha-ka or his family; he has no interest in his claim. The land claimed by Ta-ha-ka has not to his knowledge been sold by the government.

MA-CAM-BA, his x mark.

Taken & sworn to at Ben Leflore's this 7th Feb'y, 1838, before
J. MURRAY.
P. D. VROOM.

No. 99.

Low-way, by his son & representative, Nock-e-chuck-e mah, states that on the 27th day of Sep., 1830, he was the head of a Choctaw family, and a member of that nation; that within six months from the ratification of the treaty he signified to Colo. Ward, U. States agent, his intention to remain & become a citizen of the States, & take land under the 14th article of the treaty. Ward, the agent, registered his name, which registration is not now to be found. He then belonged to Capt. Cobb's company, and lived on lands now embraced in section 7, township 10, range 10, where he had an improvement, & continued to live untill his death.

CH'S FISHER,
Atto. for Cl't.

No. 99.—Lo-wa, dead; represented by his son, Nock-e-chuk ma. Colo. Fisher is his counsel.

Pah-lubbee, a full-blood Choctaw, a witness for claimant, being sworn, deposes as follows: That he was acquainted with Lowa (he died about a week after he arrived here at the camp); he was acquainted with him at the time of the treaty and before; he lived at that time on Ha-lo-luak Creek, about 4 miles from its mouth, and about two and a half miles from him; was acquainted with his family, and saw them often about the time of the treaty; he had then a wife; does not recollect her name; he had no children living with him then; they were all married and settled off to themselves; his oldest child was named Nock-e-chuk-ma, now present (points him out); had a daughter named Istillocfaya; she has gone home lately from this place; he had also another son called Monetubbee, who went home from here four days ago. These are all the children he left behind him. He has no other representative. Lowa had an improvement at the date of the treaty—a house and field—in which he lived at the time of the treaty and before, and where he continued to live to the time of his death. Lowa was at Ben. Leflore's at the time of the annuity. He was standing outside of the door, and saw him go into the room where Colo. Ward was registering the people.

Greenwood Leflore tried to stop him by talking to him, but he went round him and got in. Leflore told him it was not right to register here; he should go over the Mississippi. There was a good rifle waiting for him there, with which he could kill beffalos. Lowa told him he did not mind that; that he had determined to stay five years and take land, and left him and went in. This conversation took place in the gallery of the house, where Leflore stopped him as he came in. He does not know whether he had his name registered. He does not know how long Lowa staid at Ben. Leflore's after this conversation. Lowa belonged to Cobb's company at the time of the treaty and before; is related to claimant; he called him uncle; he was not a real uncle, but a distant relation. He has no interest in the claim. The land claimed by Lowa has not, to his knowledge, been sold by the government. Lowa was a full-blood Choctaw.

PAH-LUBBEE, his x mark.

Taken at Leflore's this 7th February, A. D. 1838, before us.

P. D. VROOM.
J. MURRAY.

Benjamin Leflores, a ½-blood Choctaw, a witness for claimant, having been sworn, deposes as follows: That he was acquainted with Lowa from the time he, witness, was a small boy; he called him uncle. He was at this place at the time of the payment of the annuity; it was paid at his house; does not recollect in what year the annuity was paid; it was in the fall of the year; the corn was then in roasting ear state, not dry enough to gather; he saw Lowa here. Colo. Ward at that time had an office in his house for registering people for the 5 years' stay, under the treaty of 1830. He neither saw Lowa go into Ward's room or come out of it. But he heard his brother, Greenwood Leflore, ask Lowa what he wanted to take the fave years' stay for, and why he did not go over the Mississippi and kill buffalo. Lowa told him he intended to stay in this country, and that he did not want any person's advise; after this conversation Lowa turned off and went to the camp, about a mile off. He saw him here frequently after, during the time of the annuity, but never saw him go into Ward's room. Colo. Ward paid the annuity and finished it in one day. It was paid in goods to the captains, who divided it among their own warriors; there was a dispute among the Indians about it, and about half of them refused to receive the annuity. Capt. Thomas Leflore (a cousin of witness), Capt. Cobb, and Pickens, and Wes-hoc-she ho ma's companies refused to receive the annuity in goods; they wanted money instead, and Thomas Leflore advised his Indians not to take goods. He does not know whether Cobb, Pickens, & We-shoc she homa gave the same advise or not. They were all encamped together. Thomas Leflore was at the head of it. He told his brother, Isaac Leflore, and several of his brothers, in his presence, that he would rather have money. He did not hear him tell his people at camp, but he knows that many of them received no goods; saw many go away without them; a good many of these Indians told him that they would not take the goods, because their captains advised them not to receive them; these were Tom Leflore's people. Tom Leflore and nearly all his people have gone west; they have been gone four or five years. He did not go to the camp, except to see a ball-play; he was too busy; does not recollect that he had any conversation on the subject of the annuity with Cobb, Pickins, We-shoc-she-homa, or any of their people. Colo.

Ward was here about one week; during that time his office was open for registering names for the 5 years' stay; he frequently went in and out, but did not stay long; was so busy he did not notice much; never heard Col. Ward refuse to register any person who offered to register. He never heard any report that he refused to register those who offered. He does not know any one instance in which he refused to register any person; he understood after We-shoc-she-ho-ma had gone away that Ward had refused to register him because he had two wives, the laws of the white people not allowing one man to have two wives. During Ward's stay here he was very drunk every night; during the day he appeared to be fit for business, but towards night became drunk; he kept drinking pretty smart during the day; he does not know that he kept liquor in his office, but he got it frequently at the bar; he does not recollect that he took grog before breakfast; he drank it freely during the day; does not know the amount of his bar bill while he staid; his general deportment in his office was polite and civil; never heard of his quarreling with any body during the time of his stay here at the annuity; he never saw him drunk in his office till towards night; he seemed to be alway fit for business until near night. In going in and out of Col. Ward's room he saw a good many Indians in the room; he generally was writing when he went in and Indians standing about; he cannot read and does not know what he was writing. In his conversation with the Indians, while they were here, he heard a good many say they intended to remain in the country and register their names, none told him they intended to go west, but a good many told him they wished to remain, and they are here now; he does not know that his brother, Greenwood Leflore, spoke to any person on the subject of removing west but Lowa; does not know of any other person who advised them at this time to go west. Anthony Turnbull's and James Shield's people took the goods in payment of the annuity; nearly all of Shield's people have gone west; some of Turnbull's people have gone west. It sometimes happened that at the annuities the goods would give out, but on this occasion, in consequence of many refusing to take them, there more to distribute among those who were willing to take, and that those who received had more than usual. Ward distributed all the goods he had. He never saw Ward's book after he left here; several years after the annnity he heard, as a common report, that the book had been lost.

BENJAMIN LEFLORE, his x mark.

Taken and sworn to at Leflore's this 9th February, 1838, before us.

P. D. VROOM.

No. 100.

Bah-nah-tubbee states that within six months from the 24th of Feb., 1831, he, as the Choctaw head of a family, signified to Col. Ward, agent of the United States, his intention to remain and become a citizen of the State and take lands under 14th article of the treaty. Ward, the agent, registered his name, which registration is now not to be found. He then belonged to Capt. Pickins' company, and lived on lands now embraced in section 27, township 10, range 7 E., where he had an improvement, and continued to live thereon for about two years, when he was driven off by a white man; he has continued in the country ever since.

He then had residing with him one unmarried child, over ten years of age, named O-gla-ho-yo, and two under, named Ok-lone-te-mah and Patsey.

CHS. FISHER,
Atto. for Claimant.

Wit: Taw-fe-nah.

No. 100.—Ba-na-tubbee, a full-blood Choctaw, aged 45 years, being interrogated says his name is Ba-na-tubbee; that at the time of the treaty he had a wife, Panshis-tan-a-ho-yo, and three children living with him; the eldest is named—

1. Ogle-a-ho-yo, a female (points her out), about 8 years of age at the time of the treaty of Dancing Rabbit.

2. Ogle-one-te-mah, a female (points her out), under ten years of age at the date of the treaty.

3. Betsey, a female (points her out), under ten years of age at the date of the treaty.

All these children were living with him at the time of the treaty, in the forks of Pearl river and Tuska-lameta, about 4 miles from the river. Colo. Fisher is his counsel.

Tuppena, a full-blood Choctaw, a witness for claimant, being admonished of the nature and obligation of an oath, and declaring his belief in a future state of rewards and punishments, was sworn and deposes as follows: That he is acquainted with the claimant, Ba-na-tubbee (points him out); knew him at the time of the treaty and before; he lived at that time on Pearl river, and between that and the Tus-ka-lameta, about 4 miles from its junction with Pearl river, and about six miles from him; knew his family and saw them frequently about that time (from two to four weeks); he had then a wife living with him named Pan-sha-ho-yo, and 4 children, the name of the eldest is—

1. Ogle-a-ho-yo, a female (points her out), about three and a half feet high at the time of the treaty; she was then living with her father.

Ogle-one-to-mah, a female, present (points her out), about three feet high at the date of the treaty, then living with her father.

3. Patsey, a female (pointing her out), about two and a half feet high at the date of the treaty, then living with her father.

Ba-na-tubbee had an improvement at the time of the treaty—a house and pretty large field, in which he lived at that time and before; he planted corn there two summers after the treaty; he then moved away over the Tus-ka-lameta, where he made two crops, and then moved back over Pearl river, near his old place, where has lived ever since. He was at Ben. Leflore's at the time of the payment of the annuity. Claimant and his family were there. He saw Ba-na-tubbee standing close to the outside door where Colo. Ward was doing business, but he did not go in. He was at Turnbull's, at the council. Claimant and his family were there; his name was not put on the list. The reason his name was not put on the list was that night came on; he heard him tell Turnbull he wished his name put down. Claimant did not stay all night at Turnbull's, but returned to witnesses' house. When he applied to Turnbull to have his name put on the list, he told him it was thirteen sleeps to the time of the annuity and he could have his name put down then. The reason claimant did not apply to Turnbull before night was that he got there very late just night, and the people had principally left there. Ba-na-tubbee and his family belonged, at the time of the treaty and before, to Pickens' company. Is not related to claimant; is a distant relation of his wife. Has no interest in his claim. The land claimed by

Ba-na-tubbee has not to his knowledge been sold by the government. About one winter after the treaty he saw a white man by the name of Billy Young living in a house about half a mile from Ba-na-tubbee's house first described. He never saw any white man living in Ba-na-tubbee's house. He passed there from a fortnight to a month frequently.

TUPPENA, his x mark.

Taken and sworn to at Leflore's this 8 Feb'y, A. D., 1838, before—
P. D. VROOM.
J. MURRAY.

No. 101.

Cun-na-moon-tubbee, states that within six months from 24th of Feb., 1831, he, as the Choctaw head of a family, signified to Col. Ward, agent of the United States, his intention to remain and become a citizen of the State, and take land under the 14th article of the treaty. Ward, the agent, refused to register his name. He then belonged to Capt. Cobb's company and lived on lands now enclosed in section 4, township 11, range 5 E., where he had an improvement and continued to live thereon until about three years past, when he was driven off by a white man; he has remained in the county ever since. He then had three unmarried children living with him under ten years of age, named Is-tah-ho-te-mah, Sucky, and Jackson.

CHS. FISHER,
Atto. for ct.

Te-ah-nin-tubbee.

No. 101.—Cunna-moon-tubbee, a full-blood Choctaw, aged 35 years, being interrogated, says his name is Cunna-moon-tubbee; that at the time of the treaty he had a wife named Elapea (points her out) and three children; the oldest is named—

1. Is-ta-ho-to-ma, a female (points her out), seven years old at the time of the treaty.
2. Sukey, a female (points her out), does not know her age; she was under ten years at the date of the treaty.
3. Jackson, a male (points him out), under ten years at the date of the treaty.

These children all lived with him at the time of the treaty on Cain-took-ta, near the head, about 10 miles from here. Colo. Fisher is his counsel.

Te-ah-nin-tubbee, a full-blood Choctaw, a witness for claimant, being admonished of the nature and obligation of an oath and declaring his belief a future state of rewards and punishments, was sworn & deposes as follows: That he is acquainted with claimant, Cunna-moon-tubbee (points him out); knew him at the date of the treaty and before; he is a full-blood Choctaw; he lived at the time of the treaty near the head of Cain-took-ta, about 10 miles from here and three miles from him; at the time of the treaty he had a wife, Elapea, living with him, and three children; the youngest child was named—

3. Jackson, a male (points him out); he thinks he could walk at the time of the treaty; he lived at that time with his father. The second—
2. Sukey, a female (points her out); she was about three and a half feet high at the time of the treaty and then lived with her father. The eldest was—

1. Is-ta-ho-ta-ma, a female (points her out), about six years old at the time of the treaty, and then lived with her father.

Claimant had an improvement at the time of the treaty, a house and field, in which he lived at the time of the treaty and before, and where he continued to live long enough to make three crops after the treaty. He then moved, about 3 years since, in the latter part of the winter, to a creek called Itto-ka-chea, near Cobb's, where he has continued ever since. A little while before his removal he, witness, was at claimant's house and heard a white man, whose name he does not know, tell him he must move out; this was in the latter part of the summer; he was passing by at the time and heard this conversation and stopped a little while, and then went on; what he has said above is all that passed; there were two white men in company, but only one spoke to claimant. The white man spoke English and Choctaw mixed together. He didn't understand all he said. He told claimant he must go out, it was not good for him to stay there, in English and Choctaw mixed. He, witness, understands a very little English, and he knew what the white man meant. Does not think the claimant understands any English. The witness interpreted to claimant that part of the conversation in which the white man told him he must go out, it was not good for him to stay there. It was about one month after the conversation that he was again at claimant's house; claimant was still there; he saw no white man there at that time. In about two weeks after he was again there to visit claimant, whom he found in the same house; he saw no white man at that time; about two years & a half ago he was again at the same place; at this time there was a large field made around the house, but he saw no white man about the house; a wh te man was living off a piece in sight of the house; he did not see any white man and does not know that any white man lived there, he only supposed so from seeing some white children about the house. He only passed by, he did not stop. He has never been there since. He was at Ben Leflore's at the time of the payment of the annuity; Cunna-moon-tubbee and his family were there. Witness was standing at the door of the room in which Colo. Ward was doing business, claimant was inside the door, but there was a great many people between him and Colo. Ward. Claimant did not go up to Colo. Ward, but remained near the door all the time he was there. He did not hear him speak to Ward. Claimant told him before he went into the house that he was going in to be registered to stay. Claimant & his family belonged to Cobb's company at the time of the treaty & before. Is not related to claimant. Is a distant connection of his wife; he has no interest in the claim. Is himself a claimant as head of a family under the 14th art. of the treaty. The land claimed by Cunna-moon-tubbee has not to his knowledge been sold by the government.

TE-AH-NIN-TUBBEE, his x mark.

Taken and sworn to at Ben. Leflore's this 8th Feby., 1838, before—
J. MURRAY.
P. D. VROOM.

No. 102.

Mo-nub-bee states that within six months from 24th of Feb., 1831, he, as the Choctaw head of a family, signified to Col. Ward, agent of the United States, his intention to remain and become a citizen of the State, and take lands under the 14th article of the treaty. Ward, the agent,

refused to register his name. He then belonged to Capt. Cobb's company, and lived on lands now embraced in section 4, township 14, range 6 E., where he had an improvement, and continued to live thereon about three years, when he was driven off by a white man; he had a wife but no child.

Wit: Po-shub-bo-tubbee.

CHS. FISHER,
Atto. for ct.

No. 102.—Mo-nubbee, a full-blood Choctaw, aged 30 years, being interrogated, says his name is Mo-nubbee; that at the time of the treaty he had a wife named Po-shem-a; he had then no child; he lived at the time of the treaty on Cain-took ta, near the head, close to Cunna-montubbee. Colo. Fisher is his counsel.

Po-shubbo-tubbee, a witness for claimant, a full-blood Choctaw, being admonished of the nature and obligation of an oath, and declaring his belief in a future state of rewards and punishments, was sworn, and deposes as follows: That he is acquainted with the claimant, Mo-nubbee (pointed him out), knew him at the time of the treaty and before; he lived at that time on Cain-took ta, about 12 miles from him, about west and about 7 miles from this place northwest; at that time he knew his family well, did not see them very often. Mo-nubbee married Po-shem-a, a daughter of Sha-litta, about one year or less before the treaty. He belonged to Cobb's company; he is at camp and is a claimant under the 14th article of the treaty as head of a family. Claimant had no child at the time of the treaty; he had an improvement at that time, a house and field in which he lived at that times and before, and where he continued to live about two years after the treaty; no person but his wife lived with him; he built the house and cleared the field himself; about 5 years since he moved and settled near Cobb's. Witness knows nothing about the reason of his moving; he was at the annuity at Ben Leflore's; Mo-nubbee and his family were there; He saw Mo-nubbee near the house where Colo. Ward was doing business, but he made no attempt to go in; he saw him come away without going in; this was some time after the middle of the day.

PO-SHUBBO-TUBBEE, his x mark.

Taken and sworn to at Ben Leflore's this 5th Feb'y, 1838, before—
J. MURRAY.
P. D. VROOM.

No. 106.

Ah-cha-fo-la, dead, by his son, Tish-e-o chil-le-tah, states that within six months from 24th of Feb., 1831, he, as the Choctaw head of a family, signified to Col. Ward, agent of the United States, his intention to remain and become a citizen of the State and take land under the 14th article of the treaty. Ward, the agent, registered his name, which registration is now not to be found. He then belonged to Capt. Cobb's company, and lived on lands now embraced in section 33, township 13, range 11 E., where he had an improvement, and continued to live thereon ever since, until his death, about two months ago. Had no children unmarried.

JOHN B. FORESTER,
Att'y for Claimant.

Ripley, wit.

No. 106.—A-cha-fo-la, dead, represented by his son, Tisho-che-leta. Colo. Forrester is his counsel.

Ez-ra Ripley, a full-blood Choctaw, a witness for claimant, being sworn, deposes as follows: That he was acquainted with A-cha-fola in his lifetime; he died about two months ago; he was a full-blood Choctaw; at the time of the treaty he lived on Pena-shoke, a branch of Pearl River, about six miles from the mouth of the branch, about 40 miles from here, and 4 miles from him. He had no wife living at the time of the treaty. He had one daughter living with him in the same house, named Ho-to-na, and a son of Ho-to-na, named Tish-a-bo-nubbee, and four other children, named Ha-ke-ta, Chaffa-to-nola, Hock-olo-tubbee, and Filla-mon-tubee. A-cha-fola had a small field, about one acre; there were fifteen acres cleared in the whole field. Tish-o-che-leta, his son, lived about fifty yards from his father; his field was two hundred and fifty yards off, not in the same enclosure. O-ba-tisha, his son-in-law, lived about 100 yards from him; his field was in the same enclosure with claimant (A-cha-fola). Hotona had also a part of the same field. Of this last field, A-cha-fola had, as above stated, one acre for himself; it was all under one fence. Oba-tisha and Ho tona had each one-half of the balance. O-ba-tisha's wife was named Ish-ta-ma-to-na; she was the daughter of A-cha-fola. A-cha-fola had lived on this place 45 years; his son, Tish-o-che-leta, and himself cleared the whole field. A cha fola lived on this place from the time of the treaty until his death. A cha-fola was at Ben Leflore's at the time of the annuity. He saw him go before Colo. Ward and request him to register his name for the 5 years' stay; he put down no children; all his children had families.

The house was called A cha-fola's; Hotona was the head of the family. A cha-fola belonged, at the time of the treaty, to Cobb's company, and long before.

A cha-fola was his uncle; he has no interest in his claim. The land claimed by A-cha-fola has never, to his knowledge, been sold by the government. He has heard that a white man by the name of McDaniels bought it. Oba-tisha and Hotona are both claimants, as heads of families, under the 14th article of the treaty.

EZRA RIPLEY.

Taken & sworn to at Ben Leflore's this 9th Feb'y, 1838, before—
P. D. VROOM.
J. MURRAY.

No. 108.

Mahah-tubbee states that within six months from the 24th of Feb., 1831, he, as the Choctaw head of a family, signified to Col. Ward, agent of the United States, his intention to remain and become a citizen of the State and take land under the 14th article of the treaty. Ward, the agent, refused or failed to register his name. He then belonged to Capt. Cobb's company and lived on lands now embraced by section 4, township 11, range 8 E, where he had an improvement, and continued to live thereon ever since. He then had residing with him three unmarried children over ten years of age, named Ath-le-o-hah, Ish tah na & Koh po-tubbee, and one under ten named Edmond.

CHARLES FISHER,
Att'y for Claimant.

Wit.: Ha-cubbee.

No. 108.—Ma-ha-tubbee, a full-blood Choctaw, aged [illegible] years, being interrogated, says his name is Ma-ha-tubbee; that at the time of the treaty he had a wife, Ho-yo, and four unmarried children living with him. The eldest named—

1. Theo-hah, a male (points him out), 13 years old at the time of the treaty; has never been married but once, about two years ago; his wife was named O-ta-hoyo; she is now at camp; she continued to live with him one summer and she then threw him away; she is now married to another man, Ta-cubbee; her father's name is Soca.

2. Ish ta-na, a female; she died last summer; was 14 years old at the time of the treaty; she never married.

3. Ha-po-tubbee, a male; he died last summer; was 12 years old at the time of the treaty; never married.

4. Edmond, a male (points him out); 8 years old at the time of the treaty.

These children all lived with him at the time of the treaty, on To-ka-chea, a branch of Yalobutcha, about one mile from the mouth of the branch, 15 miles from here near the Roboson road east from here. Colo. Fisher is his counsel; Colo. Forrester acting.

Hacubbee, a full-blood Choctaw, a witness for claimant, being sworn, deposes as follows: That he is acquainted with the claimant, Ma-ha-tubbee (points him out); he is a full-blood Choctaw, lived at the time of the treaty on To-ka-chea, near the mouth, and two miles from him; knew his family well at that time and saw them often; he had then a wife named Ho-yo (points her out) and four children; the oldest child was named—

1. The-leo-hah, a male (points him out); 16 years old at the time of the treaty, unmarried, then living with his father; married Wa-ta-ho-yo about 3 years ago, a daughter of Soca; they only lived together a short time and threw each other away; she since married Ta-cubbee and is now living with him.

2. Ish-ta-na, a female, died last summer; 14 years old at the time of the treaty; she never married, lived always with her father.

3. Ha-po-tubbee, a male, died last summer; 14 years old at the treaty; never married, and always lived with his father.

4. Edmond (points him out), 8 years old at the time of the treaty and always lived with his father.

Claimant had a house and field at the time of the treaty, in which he lived at that time and before, and where he has continued to live ever since.

Ma-ha-tubbee and his family were at Ben Leflore's at the time of the payment of the annuity. He does not know whether or not he applied to Colo. Ward to be registered. He (witness) was not at Turnbull's at the council. Immediately after claimant came back from Turnbull's he told him he got to the council at Turnbull's too late, and that Turnbull would not put his name on the list, and put him off, and told him he would have an opportunity to register at the annuity. Claimant and family belonged to Cobb's company at the time of the treaty and before. Is a distant connection of claimant; has no interest in his claim. The lands claimed by Ma-ha-tubbee have not to his knowledge been sold by the government. John Pickens, a son of Capt. James Pickens, has settled close by him and claims the land.

HA-CUBBEE, his x mark.

Taken & sworn to at Ben Leflore's this 10th Feb'y, 1838, before us.

P. D. VROOM.
J. MURRAY.

No. 116.

Bow-e-tubbee states that within six months from 24th of Feb., 1831, he, as the Choctaw head of a family, signified to Col. Ward, agent of the United States, his intention to remain and become a citizen of the State and take lands under 14th article of the treaty. Ward, the agent, registered his name, which registration is now not to be found. He then belonged to Capt. Pickens' company and lived on lands now embraced in sec. 23, township 12, range 11 E., where he had an improvement and continued to live there ever since. He then had two unmarried children residing with him over ten years of age named A-sha-ho-nah and Sally.

J. B. FORESTER,
Att'y for Claimant.

No. 116.—Bone tubbee, a full-blood Choctaw, aged 65 years, being interrogated, says his name is Bone-tubbee; at the time of the treaty he had a wife and 4 children; his wife is named Soca-tona; the oldest child is named—

1. E-cha-hona, a female (points her out), now 20 years old, was unmarried at the time of the treaty, she married a good while after the treaty David Bell.

2. Sally, a female (points her out), now 18 years old, married since the treaty; these are all; they lived with him at the time of the treaty near Penna-shoke, about two miles from its mouth.

Colo. Forrester is his counsel.

Yoc-ha-ta, a full-blood Choctaw, a witness for claimant, being admonished of the nature and obligation of an oath, and declaring his belief in a future state of rewards and punishments, was sworn and deposes as follows: That he is acquainted with the claimant, Bona-tubbee, and his wife, Socatona (points her out); he is acquainted with their children; he has known them a good while, more than 7 years, knew them before the treaty; he lived two miles from them at that time; claimant lived at the time of the treaty near Pearl River on a creek called Itta waka; he then had two unmarried children, the eldest was named—

1. E-che-hona, a female (points her out); she is now twenty years old, was unmarried at the treaty; she married about three years after the treaty at Doak's Stand, David Bell.

2. Sally, a female (points her out), unmarried at the treaty; married 4 years ago; does not know her husband's name now; he was named Yonela when he was a little boy; they both lived with claimant at the time of the treaty and still live with him; witness was at Ben Leflore's at the time of the annuity, claimant and his family were there; he saw Colo. Ward at the old house, that used to stand near here; he was making writing for the people. Claimant went before Colo. Ward; did not take his family, his family remained at camp, he went by himself; he, witness, went before and claimant came while he was there; he was standing by the door and saw claimant go up to Colo. Ward; he heard what was said; claimant asked Colo. Ward if he staid five years if he could get a little land; if he could, he wished to do so; Ward told him he could do so; Ward then put his name down; he gave Ward the names of his children; he saw Ward put down claimant's name.

YOC-HA-TA, his x mark.

Taken and sworn to at Leflore's, this 13th Feb'y, 1838, before us.

P. D. VROOM.
J. MURRAY.

No. 119.

Lucy McCoun states that within six months from the 24th of Feb., 1831, she, as the Choctaw head of a family, signified to Col. Ward, agent of the United States, her intention to remain and become a citizen of the State and take lands under the 14th article of the treaty. Ward, the agent, registered her name, which registration is now not to be found. She then belonged to Capt. Cobb's company, and lived on lands now embraced in section 33, township 13, range 11 E., where she had an improvement, and continued to live thereon ever since. She was left at an early age without father or mother. She was taken by an uncle, Yok un lubbee. She continued to live in the same house with him until two or three years before the treaty. When she was about 13 or 14 years of age two sons of her uncle, named Oon-to-tubbee and Law-stah, built a house a short distance from her uncle's and gave it to her, in which she has lived ever since. She is now about 23 or 4 years old, and has never been married.

JOHN B. FORESTER,
Att'y for Claimant.

No. 119.—Lucy McCown, a half-blood Choctaw, aged 23 years, being interrogated, says her name is Lucy McCown; that at the time of the treaty she had no family, lived alone, had neither father or mother, has never been married. Colo. Forrester is her counsel.

Ezra Ripley, a full-blood Choctaw, a witness for claimant, being sworn, deposes as follows: That he is acquainted with the claimant, Lucy McCown; has known her for a long time; she lived when he first knew her with Yok-un-tubbee, her uncle; her father & mother had been dead a long time; he never knew them; when he first knew her she lived in Yok-un-tubbee's family; she lives now in a small house within about 30 feet of her uncle's, in the same yard; she went there to live by herself when she was about 15 years old; her uncle built the house; none of her uncle's family lived in the house or slept there; she has always continued to live there in this manner; he frequently visits there; Yok-un-tubbee lives within 4 miles; sometimes stays there all night; when he has staid there all night, some of Yok-un-tubbee's family have slept in the house with Lucy McCown; she made corn herself; she had a field of her own; her uncle made it; claimant was at Ben Leflore's at the time of the payment of the annuity; she went before Colo. Ward to be registered; her uncle took her up; he, witness, was in Colo. Ward's room; Yok-un-tubbee took up his own family at the same time; he is sure he was present; her uncle told Colo. Ward that claimant wanted the 5 years' stay; Ward said if she wanted it she could have it; he heard Yok-un-tubbee tell Colo. Ward her name; Yok-un-tubbee gave in three children to Colo. Ward; he named claimant to Colo. Ward as head of a family; he saw Colo. Ward put her name down; it was after she moved into the new house that he saw her at the annuity; cannot tell how long it was after she had moved before he saw her at the annuity; he thinks it was about 2 o'clock in the day that he saw her at Ward's room; Ward was then sober; when he had been at Yok-un-tubbee's house Lucy eat by herself and not with the family; he has never seen her eat at her uncle's table; Lucy had a field about two acres at the treaty; she worked it herself; he is sure nobody helped her; he was in the habit of going to Yok-un-tubbee's house frequently during the year 1830; Lucy was then sixteen; he is certain at that time nobody helped her to work; she had a corn-crib of her own; the corn-crib

was about 14 feet long and twelve wide, and about 9 feet high; has been there just after the season for gathering corn, and has been at the crib; it was nearly half full; no person put corn in it besides Lucy; she sometimes sold corn; he has known her to sell as much as 30 barrels of corn, at one and a half bushels to the barrel; the field she worked was two and a half acres, he thinks; she put it all in corn; she had a horse the year of the treaty with which she worked the corn; he is sure she filled the corn-house half full of corn; the land was tolerably good; Lucy McCown is now twenty-three years old.

EZRA RIPLEY.

Taken & sworn to at Ben Leflore's this 13th Feb'y, 1838, before
J. MURRAY,
P. D. VROOM.

No. 122.

Im-mah-ho-la-chubbee states that within six months from 24th of Feb., 1831, he, as the Choctaw head of a family, signified to Col. Ward, agent of the United States, his intention to remain and become a citizen of the State and take lands under the 14th article of the treaty. Ward, the agent, refused to register his name. He then belonged to Capt. Cobb's company, and lived on lands now embraced in section 6, township 11, range 12 east, where he had an improvement, and continued to live thereon for five years, when he was driven off by a white man. He then had residing with him seven unmarried children over ten years of age, residing with him, named Lo-mah, Im-oc-cum-ba, Im-min-toh-ho-yo, Ti-e-oh, Shoke-tah, Ish-tol-lah, Hah-yah, and three under ten, named O-nah-la-ho-nah, Pis-sam-ma tubbee, Ogla-tim-ah.

JOHN B. FORESTER,
Atty for Claimants.

No. 122.—Im-ma-ho-ya-chubbee, a full-blood Choctaw, age 40 years of age, on being interrogated, says his name is Im-ma-ho-ya-chubbee. At the time of the treaty he had a wife, Wakaia, now at home, and six children; the eldest one, Loma, a male, at home, now 22 years old, was never married; 2d, Macom ba, a male (points him out), 20 years old, has never been married; 3, Emita boy a, a female, at home, 18 years old, has never been married; 4th, Anola-hona, a female (points her out), now 16 years; 5th, Pis-a-wa-tubbee, at home, now 10 years old; 6th, La-tema, a female, at home, 7 years old.

These are all, and lived with him at the time of the treaty on Yock-anny-chookma (good lane), east of Pearl River, 33 miles from this place. Colo. Forrester, his counsel.

Losta, a full-blood Choctaw, a witness for claimant, being admonished of the nature and obligation of an oath, and declaring his belief in a future state of rewards and punishments, was sworn, and deposes as follows: That he is acquainted with claimant & his family; is well acquainted with them since he was small; lives one mile from them; they live on the other side of Pearl River, on Yock-onny-chookma; claimant is a real Choctaw; at the time of the treaty he had a wife & six children; his wife named Wok-oy-o; the eldest is named Loma, a male, at home, 22 years old, has never been married; 2d, Eme comba (points her out), was 20 years old, has never been married; 3d, Eninta-boyo, a female, at home, now 18 years old; 4th, Onola-hona a female (points her out), now

16 years old; 5th, Pisama-tubbee, at home, 10 years old at this time; 6th, Ogle-a-teema, a female, at home, now 7 years old. They all lived with claimant at the time of the treaty; claimant was sick at the camp at Ben Leflore's at the time of the annuity, & was not registered; none of his family were registered to his knowledge; has no knowledge that claimant offered to be registered at any other place; lives on place yet.

LOSTA, his + mark.

Taken & sworn to at Leflore's this 13th Feb'y, 1838, before—

J. MURRAY,
P. D. VROOM.

FEB'Y 26.—Losta, the witness, being recalled, deposes as follows: That the persons now produced before the commissioners are the children of Imma-ho-ba-chubbee, and are the same he has stated in a former part of his deposition as being at home. Their names are:

1. Loma.
2. Emin-ta-hoyo, a female.
3. Pis-a-ma-tubbee.
4. Latema, a female.

LOSTA, his + mark.

Taken & sworn to at Ben Leflore's this 26th Feb'y, 1838, before—

J. MURRAY.
P. D. VROOM.
ROGER BARTON.

No. 123.

Shek-o-yah states that within six months from 24th of Feb., 1831, he, as the Choctaw head of a family, signified to Col. Ward, agent of the United States, his intention to remain and become a citizen of the State and take lands under 14th article of the treaty. Ward, the agent, registered his name, which registration is now not to be found. He then delonged to Capt. Cobb's company and lived on lands now embraced in section 3, township 12, range 11 E., where he had an improvement, and continued to live thereon ever since. He then had three unmarried children residing with him, over ten years of age, named Yellah, Pah-lame-tubbe, & Muk-oh-to-noh.

JOHN B. FORESTER,
Atty for Claimant.

No. 123.—Sha-ko-way, a full-blooded Choctaw, age 70 years old, being interrogated, says his name is Sha-ko-way; that at the time of the treaty he had a wife, Alnego (points her out) and three children; the eldest child is Syst-la, a female (points her out), was 24 years old & was married at the time of the treaty to Ho-co-lo-tubbee, a son of Qtamba; they have one child about one year old. Claimant & family were at Dancing Rabbit Creek at the treaty. His daughter Ayreea was there; her husband was with her; they then lived with him.

2d. Ba-a-ha-la-tubbee, a male (points him out), now 22 years old, has never been married; lived with him at the time of the treaty.

3d. Mac-a-tona, a female (points her out), was 20 years old; married Chiaptonola, a son of Istomba; has one child; was at the treaty of Dancing Rabbit Creek and was then married; her husband was then with her;

they then lived with him. He lived at the time of the treaty on Pennoshoke, five miles from its mouth.

Colo. Forrester is his counsel.

Ezra Ripley, a full-blood Choctaw, a witness for claimant, being sworn, deposes as follows: That he is acquainted with Sha-koway, the claimant, and his family; has known them a long time, lived 4½ miles from them at the time of the treaty; they then lived on Pen-no-shok, 3½ miles from its mouth. He frequently visited them; claimant is uncle to his wife; he had then a wife, Alneyo, and three children; the oldest child is named Eyella, a female (points her out); she is now 24 years old, younger than witness by 4 years; he (witness) is 28 years old. She is married and has a child 18 months old; her husband is Ho-co-lo-tubbee; has been married a little over ten years; saw her at the treaty of Dancing Rabbit Creek; she was then unmarried and lived with her father; 2d, Palingo, a male (points him out); he is now 22 years old; he has never been married; lived at the time of the treaty with his father.

3. Mac-olona, a female (points her out); she is now 20 years; old married at the same time with Eyello; her husband is named Chaffalonola; has one child; lived at the time of the treaty with her father; claimant is a real Choctaw. Witness was at Ben Leflore's at the time of the annuity; claimant and his family was there; he went up before Colo. Ward; took his family with him; was in Col. Ward's room by the door; did not hear what passed; saw Col. Ward put his name down; was about fifteen feet from Col. Ward; there was not much noise; there were many people in the room; saw Col. Ward write; Ward took down his children; he could not see what Col. Ward wrote; claimant was in the room about twelve minutes; witness has no interest in this claim; he has never been employed by any person in the prosecution of this or any other claim; has not been employed by any person to hunt up testimony in favor of any of the claims under the 14th article; has never been promised any fee or reward in case of the success of any claim; stays at camp; does not eat at this house; no person has told him the ages of any of the clildren of claimant since he came to this place; Almeyo told him a long time ago that he was four years older than the eldest child named. He knows of his own knowledge that there is two years difference in the ages of the first and second; the mother told him this a long time ago; the mother also told him the difference of age between the second and third. He was told all this about 18 years ago. He is intimate in the family, and never heard Palinga, the second child; called by any other name. Is certain claimant has never lost any children. Has never had any conversation with claimant or his wife about the ages of the children since 18 years ago. He made a memorandum of this conversation at the time, 18 years ago. He has that memorandum now at home; he saw this memorandum about one month passed. Went to school for the first time about 19 years ago, to a missionary named Elliott; at the end of one year after he went to school he could write pretty well; he did not know until this morning that he was to be a witness in this case. Col. Forrester told him this morning. He is to get nothing for being a witness in this case.

EZRA RIPLEY.

Taken & sworn to at Ben Leflore's this 14th Feby, 1838, before—
J. MURRAY.
& P. D. VROOM.

FEB'Y 23.—Ezra Ripley, the witness, being recalled, deposes as follows: That claimant at the time of the treaty lived on Pena-shoka, five and a half miles from the mouth, where he had a house and field in which he lived, and where he has continued to live until the present time. No person lived with him at that time but his wife and children. The whole field belonged to him. Claimant and family belonged at the time of the treaty to Cobb's company. The land claimed by Sha-ko-way has not, to his knowledge, been sold by the government.

EZRA RIPLEY.

Taken & sworn to at Ben. Leflore's this 23rd Feb'y, 1838, before

ROGER BARTON.
J. MURRAY.

Sha ko way, a full-blood Choctaw, five feet & four inches high, & about 75 years of age, states that at the date of the treaty of Dancing Rabbit Creek he was the Choctaw head of a family, & had then living with him a wife, named Al mi yoh, & three unmarried children over ten years of age, to wit:

1. Yella.
2. Pah-ha-lane-tubbee.
3. Mock ah-to-nah. All still living.

That he then resided on the east side of Pin nish shook Creek, about ¼ mile from it; land first rate; used spring water; Leflore's district.

That he has remained on said place ever since the date of said treaty, & has never been west nor left the ceded country.

That he went to the annuity at Leflore's within six months after the ratification of the treaty, & signified to the agent, Ward, his intention to remain & take the benefit of the 14th article of said treaty.

That he never received nor applied for any land under any other articles of said treaty, & never within five years from the ratification of said treaty made any contract for the sale of his land, nor of scrip, nor of any compensation to be awarded by government in satisfaction of his claim under the treaty.

This claimant & family were presented before the former board of comm'rs while sitting at Ben. Leflore's (see case No. 123). He was examined by the comm'rs by interrogatories as to his family at the date of the treaty. He is informed that the comm'rs understood him to say, & reported him to the department as having said, upon this examination that his two daughters were married at the date of the treaty. Claimant states that this impression of the comm'rs, & the report founded on it, is incorrect; that it was not a fact that his daughters were married at the date of the treaty; and that he did not intend to say so; he intended to say that his daughters were unmarried & living with him at the date of the treaty, but that they were both married at the time of his examination before the board at Leflore's. If he made any statement on his examination conveying the idea that his daughters were married at the date of the treaty, it was a mistake; for he is certain they were both then unmarried & living with him, & he did not intend to *to* say that they or either of them were married at the date of the treaty.

SHA KO WAY, his x mark.

Sworn to & taken before us this 8th July, 1843.

RALPH GRAVES.
J. F. H. CLAIBORNE.

No. 124.

Robert Cole, of Yellobusha County, states, on the 27 of Sept., 1830, he was the hed of a Choctaw family; resided on the waters of Yellobusha River, in the Choctaw c'untry, in Missi'ppi. Within six months after the ratification of the late treaty, he made none, in person, to Col. Ward his intention to remane and take land under the 14 articel of the treaty; that his name was duley registerd by said agent, but cannot now be found on the register of clames under said articel; that he then belonged to Capt. Turnbul's company, and lived on land now inclosed by section 24, town. 23, range 7 east, wher he had a hous and feald, and continued to live untill he was told he could not git the land; he had living with him nine children, Petar, Malinda, Sampson, Adum, Forbus, Anjelica, Betsey, Molley, Susey.

J. T. BROWN,
Attúrney for Clament.

Colmun Cole, witness.

No. 124.—Robert Cole, of Yellobusha County, a half-blood Choctaw aged 58 years, being interrogated, says his name is Bob Cole. At the time of the treaty he had a wife, named Jenny, now present (points her out), and nine children; the eldest is named—

1. Peter, a male (points him out), now 25 years of age; was unmarried at the time of the treaty; has been married about five years, to Shumalader, a daughter of Tocalaya, who has been dead a long time.
2. Malinda (points her out), now 23 years old; was unmarried at the time of the treaty; has been married since, but threw away her husband.
3. Sampson, a male, present (points him out); has never been married; now 21 years old.
4. Adam, a male (points him out); has never been married; aged 19 years.
5. Forbes, a male (points him out), now 17 years old.
6. Betsey, a female (points her out), now 15 years old.
7. Chillico, a female (points her out), now 15 years of age.
8. Molly, a female (points her out), 12 years old.
9. Susa, a female (points her out), 10 years old.
10. Charles Cole (forgotten), his oldest child by this wife, died about three years after the treaty; was sent by Col. Ward to school in Kentucky, and died there. At the time of the treaty he lived in a different house from him, about 50 yards off, and was then married and had been some time. The nine children first named all lived with him at the time of the treaty.

Joshua T. Brown is his counsel.

Samuel Cobb, a half-blood Choctaw, a witness for claimant, being sworn, deposes as follows: That he is acquainted with Robert Cole; has known him a long time; is not much acquainted with his family. At the time of the treaty he lived about two days' journey from him. Witness went to the agency to register his name and found Robert Cole there, who told him he had got there the day before. He told witness that he had gone there for the purpose of registering his name for the 5 years' stay, but had not mentioned his business yet to Col. Ward. After consultation they agreed to go up together; Cole went first, and informed Colo. Ward that he had understood that he could obtain land by registering his name for the five years' stay, and wished to know if it was

true. Col. Ward told him it was so. Cole then gave him his own name and the names of his children. He saw Ward sit writing while Cole gave him the names. Robert Cole was the chief of this district immediately before Greenwood Leflore. Leflore was chief at the time of the treaty. Witness was at the treaty of Dancing Rabbit Creek; Cole was there; does not know if Cole obtained a special reservation in the treaty. His wife was sick at the time, and he was not much present when they were doing business.

SAMUEL COBB, his x mark.

Taken & sworn to at Ben. Leflore's this 14 Feb'y, 1838, before—
J. MURRAY.
P. D. VROOM.

Coleman Cole, a ¾-blood Choctaw, a witness for claimant, being sworn, deposes as follows: That he is a son of Robert Cole, the claimant, and half brother to the children now present, and well acquainted with all of them; the eldest is—

1. Peter, present (points him out), now 25 years of age, and unmarried at the time of the treaty. He married in 1833, Shimmelaka, a daughter of A-took-a-loya; his was name was Ash-ehoma (Red Bird).
2. Malinda, about 23 years old (points her out), unmarried at the time of the treaty.
3. Sampson (points him out), 21 or 22 years old at this time; has never been married.
4. Adam, about (points him out) 20 years old at this time.
5. Forbes (points him out), about 18 years old at this time.
6. Betsy, &
7. Angelica, } twins (points them out), about 16 years old.
8. Molly (points her out), about 12 or 13 years old.
9. Susy (points her out), about 8 or 9 years old.

These children all lived with claimant at the time of the treaty; Charles was then married.

Claimant at the time of the treaty lived about one mile from Yello Busha, about 20 miles above the junction of Loosas-scoona, where he had buildings belonging to him. He lived there 2 or 3 years before the treaty; the field he worked belonged to Garret E. Nelson, who told him he might work it until he opened a field for himself. After the treaty Nelson told claimant that the land on which his buildings stood belonged to him; that he was the first who occupied the land; and the claimant removed about the time or a little before the first land sales at Chocchuma. Claimant removed about 16 or 17 miles, to Yockana Patoffa River, where he built a scaffold house and opened 4 or 5 acres, where he remained one or two years, and then removed to a place near Joe Perry's, where he made a kind of scaffold, but did not open any land; he staid there six or seven months, until the present time. Claimant lived at the time of the treaty in what is now called Yello Busha County. Has been at the corners of the land last summer; claimant lived on, viz, section 24, township 23, range 7 E. The field stood on section 25, same township and range. The house stood near the section line. The section line nearest the house ran south of the house; does not know if the section line was a township line. The land has been surveyed since the treaty; there were no marks before; Nelson lived west of claimant ½ a mile; the field claimant worked lies south of claimant's house, was a little over a ¼ of a mile from the section corner, an east course from his house; Nelson's house was about ¾ of a mile from same corner, about west. He has no interest in the claim; is himself

a claimant under the 14th article as head of a family. Coleman Cole, the witness, being recalled, deposes as follows: That the female present was raised by his father; her name is Ela-ho-ta-ka; she is now 14 or 15 years old; she was born in his yard, in a cabin in this yard, near his house, about ten steps off; her mother was named One-ta hay; does not know where she is; has not seen her for a great while; her husband was Immalubba; he went off before this child was born; her mother left her when an infant at Robert Cole's (witness' father) and she has always lived with him; eat his bread and warmed at his fire; she was one of his family at the treaty; she is not related to the family. When his father returned from the Creek war he brought the mother of this child with him. He represented her as a Creek prisoner; she also told the witness the same. She could speak the Creek language; was ignorant of the Choctaw—could not speak it. When she learned Choctaw she told witness what he has stated above. His father adopted her into his family when he first brought her home and she always remained with him. One-takay and her child, Ela-ho-ta-ka, were always treated as claimant's children, and were not accustomed to do more or different work from the other members of the family.

COLEMAN COLE.

Taken & sworn to, at Ben Leflore's, this 19th Feb'y, 1838, before—
P. D. VROOM.
J. MURRAY.

No. 132.

Paysubey or Murcgey, Yellobusha County, states on the 27 of Sept., 1830, he was the hed of a Choctaw familey; resided on Sebgley Hachey, in the Choctaw cuntrey, in Missippi; that with in six months after the ratification of the treaty he made none his intention to Col. Ward his intention to reman and take land under the 14 articel of the treaty and that his name did not appear on the regster of clames under said articel of the treaty; he then belonged to Capt. Turnbul's company and lived on land none as section 22, town, 22 range 8 east, where he had a hous and feald, and continued to live un til he was told thel and was sold by the General Goverment; he had living with him at the time of the treaty three children over ten, I you car tanah, I stim i hoyea, Iin to a mubloy.

J. T. BROWN,
Atturney for Clament.

No. 132.—Pa-subbee, alias Muscogy, a full-blood Choctaw, aged 50 years, being interrogated, says his name is Muscogy; that at the time of the treaty he had a wife, Atobatona, and three children living with him; the eldest is—

1. Hi-yo-catona, a female (points her out); she was unmarried at the time of the treaty, and is now about 25 years old. She married about three years since Shimamble; has but one child, and lived with him at the date of the treaty.

2. Stema-haya, a female (points her out), now 22 years old; has never been married; lived with him at the date of the treaty.

3. Into-nubbee, a male (points him out), now about 19 years old; never was married, and lived with him at the time of the treaty on Toboglabatchie, about six miles from its junction with the Yallo Busha.

Hi-yocatona (No. 1) has been twice married; her first husband was

named Ahio-tubbee; they were married at the treaty of 1838, and parted after the treaty. Her husband went west and they were parted before the emigration. She and her husband lived in the house with him before they were parted, and at the time of the treaty; it was his house; she had a child by her first husband; its name was Tema-hona (points her out); does not know the number of years since it was born, but it was born the spring before the treaty of 1830, in the spring, and has always lived with him. Joshua T. Brown is his counsel.

Coleman Cole, a ¾-blood Choctaw, a witness for claimant, being sworn, deposes as follows: That he is acquainted with the claimant, Muscogy, is acquainted with his family; has known them since the time he was a boy; at the time of the treaty he lived 12 or 13 miles from them; they then lived on Saboglahatchie; claimant is a full-blood Choctaw; at the time of the treaty he had a wife Atola, (points her out), and three children living with him unmarried.

1. Hio catona, 24 or 25 years old (points her out); she was unmarried at the time of the treaty, and thinks at that time she had never been married. He thinks she married for the first time 6 or 7 months after the treaty; does not know her husband, and does know what has become of him; she does not now live with him; she has been married since to another husband, with whom she lives; his name is Isk-ma-ambe; he is not present, but is about here some where; she has a child presnt (points her out) (does not know its name) by her first husband.

2. Stema-ha-ya (points her out), about 20 or 21 years old; was unmarried and lived with her father at the time of the treaty; is still unmarried.

3. Into-nubbee, a male (points him out), about 18 or 19 years old; was unmmarried and lived with his father at the time of the treaty. Is not related to claimant or his family and has no interest in his claim. Claimant and his family at the time of the treaty belonged to Lewis Perry's company.

COLEMAN COLE.

Taken & sworn to, at Leflore's, this 15 Feb'y, 1838, before us.
P. D. VROOM.
J. MURRAY.

Coleman Cole, the witness, being recalled, deposes: That at the date of the treaty claimant had an improvement, a house and field of ten acres, in which he lived and in which he continued to live for one or two years after. He then removed to Yokanapatoffa with his family, where he has been camping about since without any settled home. Does not know if the land on which he lived has been sold by the government. Was at his place last summer was a year; the field was planted in corn, and the house was gone. Does not know who was in possession.

COLEMAN COLE.

Taken & sworn to at Leflore's, this 20th Feb'y, 1838, before us.
J. MURRAY.
ROGER BARTON.

No. 133.

Cunnamatubbee, of Yellabusha County, states on the 27 of Sept., 1830, he was the had of a Choctaw family; resided on Sebogleyhatchey, in the Choctaw cuntrey, in Missippi; that within six months after the ratifi-

cation of the treaty he made non his intention to the agent, Col. Ward, his intention to take land under the 14 articel of the treaty, and his name did not appear on the register of clames under said articel of the treaty; he then belonged to Cap. Turnbul's company, and lived on land none in the survys as section 21, town. 22, range 8 east, where he had a hous and feald, and he continued to live until he was told it was sold by the goverment; he had now children at the time of the treaty.

Coleman Cole.

J. T. BROWN,
Atturney for Clament.

No. 133.—Cunnamatubbee, of Yello Busha County, a full-blood Choctaw, aged 27 years, states that his name is Cunnana tubbee. That at the time of the treaty he had a wife, Nanena, and mother in family. She was the daughter of Nowatchie, who is dead. He married about 3 years before the treaty. His wife went west with the first emigration by the United States. He had parted from his wife before she went west; they parted in the summer and she went the fall after. He lived at the time of the treaty in sight of his father's, Muscogy. He is the oldest child of Muscogy. Joshua T. Brown is his counsel.

Coleman Cole, a ¾-blood Choctaw, a witness for claimant, being sworn, deposes as follows: That he is acquainted with the claimant, Cun-na-ma-tubbee (points him out); he is a full-blood Choctaw, a son of Muscogy; has known him since he was a boy; was raised with him. He lived at the time of the treaty on Soboglahatchie, about 13 miles from him. He lived about 150 yards from his father's at the time of the treaty. He had then a wife; does not recollect her name; she was the daughter of Anowatcha; he lived with her two or 3 years after the treaty. Has heard from claimant that his wife went west, but has no personal knowledge on the subject; claimant had a cabin of his own at the time of the treaty; does not know if he built it himself; he worked a part of his father's field. He and family belonged to Lewis Perry's company at the time of the treaty; is not related to claimant or his wife, and has no interest in his claim. Witness was at the council at Garret E. Nelson's, a few weeks before the annuity at Ben. Leflore's; claimant and his wife were there. Witnesse's father gave him the first notice of the council. His father, Robert Cole, made a talk to the people in council, and told them those who wished to stay five years should put their names to a paper Garret E. Nelson was writing; that by so doing they would get land, and that they would come under the laws of Mississippi. No vote was taken in council on the subject, but when a person went up to Nelson to have his name put down, he was questioned by Nelson as to his determination to stay or not. Nelson also explained to them that by staying they would get land. Sixty or seventy heads of families—about three hundred persons in all—were present at the council. He saw Cunnamatubbee go up to Nelson; Nelson told him he could get land by having his name put down, and that he would come under the laws of Mississippi; he assented and Nelson put his name down. He thinks Nelson asked him if the woman with him was his wife, and he said it was. Witnesse's father asked the people if they were willing that the paper should be left with Nelson for him to take to Ward, and they agreed to it. Came away before the council was over; left a few people there; a little after 12 o'clock all who were there had signed before he left there; he thinks more than 50 heads of families had signed before he went away. He thinks he saw him write down to the bottom of one side and turn over and write on the other side, but does not know how far it was

written on the other side; all had signed before he left there, and they had taken the vote on leaving the paper with Nelson; he does not know if the paper was sealed up or folded. At the annuity at Ben. Leflore's he had a conversation with Col. Ward at his office and found John Ellis, the interpreter, with him, and the conversation passed through Mr. Ellis, the interpreter. He wanted to know something about the treaty. Col. Ward asked if witness wished to stay the five years, before the witness had said anything to him (Ward had known him before); witness replied that was his notion; he asked if he had a wife & children; he told him he had; he asked what creek he lived on. Witness told him his object in coming was not to put down his name, but to enquire if he could move people who lived on poor land to good land; he said he could tell all about it if he was at home; that he had not brought the treaty book with him. Ward asked him where he, witness, had registered; he told him he had his name put on Nelson's list. He then asked if Nelson wrote the list; witness told him he had; Ward then told him he had received the list from Nelson, and had the names in his book. When he told him that Nelson had made a list of the people's names, he told him it was very good; there would be no mistake about it. The conversation above spoken of with Col. Ward took place about 12 o'clock, the day after witness got there. On the morning on which this conversation took place, Ward, before he opened his office, went out and told the people he was ready to pay them their annuity. The next day he said the bills he had were large bills and he could not distribute them among so many Indians as were here; he must first go to Manchester and have them changed into smaller bills. On the morning after he told them he would pay the annuity witness went with others to get his share, and then Ward told them what he had stated above about the bills being too large. Witness at that time saw Ward cutting up goods; does not know if he paid any of them away for annuity. He was with Capt'n Lewis Perry, Capt'n Cobb, Capt'n Pickens, and Capt'n Thomas Leflore when the' told Ward they would not take goods for their annuity; they wanted money, as he had promised them to pay them in money. Witness never got any money or goods, and does not know that any other person did.

COLEMAN COLE.

Taken & sworn to at Ben. Leflore's, this 15th Feb'y, 1838, before
P. D. VROOM.
J. MURRAY.

Coleman Cole, the witness, being recalled, deposes: That claimant, at the time of the treaty, worked a part of his father's field. He continued to live on the place for one or two years after the treaty. He does not know why he moved away; he moved to Yok-anapatoffa, and has been camping about since without any settled home; last summer was a year he was at his place; a white man, whose name he does not know, was in possession.

COLEMAN COLE.

Taken & sworn to at Ben. Leflore's, this 20th Feb'y, 1838, before
J. MURRAY.
ROGER BARTON.

No. 134.

Ah-hi-o-chubbee states that within six months from 24th of Feb., 1831, he, as the Choctaw head of a family, signified to Col. Ward, agent of the United States, his intention to remain and become a citizen of the State, and take lands under the 14th article of the treaty. Ward, the agent, registered his name, which registration is now not to be found. He then belonged to Capt. Turnbull's company, and lived on lands now embraced in section 19, township 23, range 5 E, where he had an improvement, and continued to live thereon for three years, when he was driven off by a white man. He then had one child unmarried, residing with him, over ten years of age, named An-tah-hobbee, and two under ten, named Im-mus-tah-hobbee & Ahno-ubbee.

A. A. HALSEY,
Att'y for Claimant.

Moon-tubbee.

No. 134.—Ahio-chubbee, a full-blood Choctaw, aged 45 years, being interrogated, says his name is Ahio-chubbee; that at the time of the treaty he had a wife, Stemanola (sick at home), and three children:

1. Ayanta-hubbee, a male (points him out), he was 13 years old at the time of the treaty; was unmarried, and lived with him; has never been married.

2. E muth ta-hubbee, a boy (points him out), 8 years old at the time of the treaty, and lived with him.

3. Aao-ubbee, a boy, died 2 years since. He was 4 years old at the time of the treaty, and lived with him on Bogue-o-she-took-o-co Creek, running into Yallo Busha.

A. Halsey is his counsel, Col. Forrester acting.

Moon-tubbee, a full-blood Choctaw, a witness for claimant, being sworn, deposes as follows: That he is acquainted with Ahio-chubbee and family (points him out) at the time of the treaty; he was a real Choctaw; lived at that time on the opposite side of Yallo Busha, on a creek called Bogue-o-chittokola (two branches), about 3 miles from its mouth, near 5 miles from him. He had then a wife, Stemanola, and three children, all living with him. The eldest—

1. Auta hubbee (points him out); does not know his age correctly; supposes he was 12 or 13 at the time of the treaty; he has never been married.

2. Muth-ta-hubbee (points him out), under ten at the time of the treaty.

3. No-ubbee died, he thinks, about 3 years ago; he was 3 or 4 years of age at the treaty.

These children, he is certain, lived with their father, the claimant, at the time of the treaty. At the time of the treaty claimant and family belonged to Anthony Turnbull's company; claimant's wife is his niece; he has no interest in his claim.

MOON-TUBBEE, his x mark.

Taken & sworn to at Leflore's this 15 Feb'y, 1838, before us.

P. D. VROOM.
J. MURRAY.

Moon-tubbee, the witness, being recalled, deposes as follows: That the claimant continued to live for 2 years after the treaty at the place described in the former part of his deposition. He then moved

to the forks of Yokanapatoffa and Oktakalofa. He knows no reason for his removal.

MOON-TUBBEE, his x mark.

Taken & sworn to at Leflore's this 21 Feb'y, 1838, before—

P. D. VROOM.
ROGER BARTON.
J. MURRAY.

No. 135.

Hal-la-tah-ho-mah states that within six mos. from the 24th of Fbb., 1831, he, as the Choctaw head of a family, signified to Col. Ward, the agent of the United States, his intention to remain and become a citizen of the State, and take lands under the 14th article of the treaty. Ward, the agent, registered his name, which registration is now not to be found. He then belonged to Capt. Turnbull's company, and lived on lands now embraced in section 22, township 22, range 3 E, where he had an improvement, and continued to live thereon for three years, when he was driven off by a white man. He had a wife, but no child.

A. A. HALSEY,
Atty. for clamt.

Moon-tubbee.

No. 135.—Ho-la-tah-ho-ma, a full-blood Choctaw, aged 55 years, being interrogated, says his name is Ho-la toho-ma; that at the time of the treaty he had a wife, named Agonohoma, and one child, born in the fore part of the summer (when plums were ripe) before the treaty. Her name was—

1. Susa, died 2½ years since; lived with him at the time of the treaty. At the time of the treaty he lived one mile from the mouth of a creek, called Coltee-a-chaia, running into Yello Busha. No person lived with him but his wife and child.

A. Halsey is his counsel, Forrester act'g.

Moon-tubbee, a full-blood Choctaw, a witness for claimant, being sworn, deposes as follows: That he is acquainted with claimant and wife (points them out); has lived a neighbour to them, and known them for a long time; he lives about 8 miles from them. Claimant, Hola-tohoma, is a full-blood Choctaw; his wife is named Agonohoma. At the treaty they had one child:

1. Susa, died; he does not know how long since. It was living at the treaty; quite small—but one year old. It was living with him at the time of the treaty.

Hola-tahoma, at the time of the treaty, lived one mile this side of Tuscahoma, on the Yello Busha River, and belonged to Turnbull's company; his family also. Witness calls claimant his nephew; has no interest in his claim.

MOON-TUBBEE, his x mark.

Taken & sworn to at Leflore's this 16 Feb'y, 1838, before—

P. D. VROOM.
J. MURRAY.

Moon-tubbee, the witness, being recalled, deposes as follows: That claimant, at the time of the treaty, lived one mile from Tus ca hom a, where he had an improvement, a house and field. He lived in partner-

ship with his father, Nashobanoah. The field formerly belonged to Nelly Frazer, but she went off and left it, and Nashobanoah and his family took possession of it a long time before the treaty. Claimant, at that time, was a man grown and had a wife. He and his father lived in the same house at the time of the treaty; his wife lived at her father's, and claimant went backwards and forwards to visit her. Does not know if his father and himself had separate patches in the field. He thinks they had but one corn-crib. They continued to live there hardly three years after the treaty, when they moved across the Yallo Busha. He knows no other reason for their removal than that the white people were building a town near them. He has no knowledge that the land claimed by him has been sold by the government.

MOON-TUBBEE, his x mark.

Taken & sworn to at Leflore's this 21st Feb'y, 1838, before us.

P. D. VROOM.
ROGER BARTON.
J. MURRAY.

No. 137.

I-nin-tubbee states that within six months from 24th of Feb., 1831, he, as the Choctaw head of a family, signified to Col. Ward, agent of the United States, his intention to remain and become a citizen of the State, and take lands under the 14th article. Ward, the agent, registered his name, which registration is now not to be found. He then belonged to Capt. Turnbull's company, and lived on lands now embraced in section 33, township 23, range 4 E, where he had an improvement, and continued to live thereon for three years, when he was driven off by a white man. He then had one unmarried child residing with him, over ten years of age, named Pis-sha-tim-ah, and one, under ten, named Yok-o-ma-tubbee.

A. A. HALSEY,
Att'y for Claimants.

No. 137.—I-nin-tubbee, a full-blood Choctaw, being interrogated, says his name is I-nain-tubbee; that at the time of the treaty he had a wife, Hatemah, and two children; his wife is at home; the oldest child is—

1. Pis-a-tema is at home; stayed with her mother who is sickly; thinks she is now 14 years old; is more than five feet high and done growing; above three feet high at the treaty, and lived with him at that time.

2. Yacona-tubbee (points him out), now a little more than ten years old, and lived with him at the time of the treaty.

He then lived on Yallo Busha, on the other side; there is a creek near, but does not know its name. He is living within half a mile of a little town, he thinks named Troy. A. Halsey is his counsel, Forrester actg.

Toosh-pa-tubbee, a full-blood Choctaw, a witness for the claimant, being admonished of the nature and obligation of an oath, and declaring his belief in a future state of rewards and punishment, was sworn, & deposes as follows: That he was acquainted with I-nain-tubbee before the treaty (points him out); knows his wife, Haotema; she is at home; he lived about 4 miles from them at that time. They lived then on the other side of Yallo Busha. No town or creek near; does not know how far from the mouth of Yallo Busha. He (witness) lived near Yalla

Busha, on Bittupinbogue. He, claimant, is a full-blood Choctaw and had two children living with him; the oldest is named—

1. Pisatema, a female; at home; now eleven or twelve years old.

2. Yac owa tubbee (points him out); thinks he is of the same age as Pis-atema; they are not twins. Claimant at the time of the treaty belonged to Anthony Turnbull's company; his family also. Claimant and himself are a sort of brothers. They have not the same father or mother. Has no interest in the claim.

TOOSHPA TUBBEE, his x mark.

Taken & sworn to, at Leflore's, this 15 Feb'y, 1838, before—

P. D. VROOM.
J. MURRAY.

Tooshpatubbee, the witness, being recalled, deposes as follows: That at the date of the treaty claimant lived on the other side of Yallo Busha; there is a town called Troy just by, built since the treaty; it is situated on the edge of the place and some houses are on it; the main part of the town lies about south of his house. He had an improvement at the time of the treaty, a house and field in which he lived at that time and before, and where he continued to live about two years, as well as he can recollect; after the treaty he then went to live on Mississippi River, about 2 or 3 miles east of the river in the Choctaw country. He does not know how far from his old house. He does not know why he moved, only from what he has heard from claimant. No person lived in the house with him at the time of the treaty but his family. The whole field belonged to claimant.

TOOSHPAT UBBEE, his x mark.

Taken & sworn to, at Leflore's, this 20th day Feb'y, 1838, before—

P. D. VROOM.
ROGER BARTON.
J. MURRAY.

No. 138.

O-na-ho-ka states that within six months from 24th of Feb., 1831, she, as the Choctaw head of a family, signified to Col. Ward, agent of the United States, her intention to remain and become a citizen of the State, and take lands under the 14th article of the treaty. Ward, the agent, registered her name, which registration is now not to be found. She then belonged to Capt. Turnbull's company, and lived on lands now embraced in section 6, township 22, range 6 E., where she had an improvement and continued to live thereon for three years, when she was driven off by a white man. She then had one unmarried child residing with her, over ten years of age, named Tah-ho-nah.

A. A. HALSEY,
Att'y for Cl.

No. 138.—Ona-hoka, a full-blood Choctaw, aged 50 years, being interrogated, says her name is Ona hoka; that at the time of the treaty she had no husband and two unmarried daughters living with her. The oldest was named Ta-hona.

1. Tahona, present (points her out), fifteen years old at the time of the treaty. She has been married two years.

2. Stema-hoya, went with her uncle Nock-a-na-eew-lubbee. He took her with him over the Mississippi after the treaty.

The claimant would not go, as she wished to get her reservation. Claimant at the time of the treaty lived on Yallo-Busha, about 4 miles from the mouth of Bitupinbogue below. A. Halsey is her counsel, Forrester act'g.

Moon-tubbee, a full-blood Choctaw, a witness for claimant, being sworn, deposes as follows: That he knows Onahoka, the claimant (points her out); knew her at the treaty and before—was acquainted with her husband, but has forgotten his name. He went west with the first emigration. Did not live with claimant at the time of the treaty; had thrown her away a good while before. He married again and parted from his second wife before the treaty. Claimant lived at the time of the treaty on the Yallo Busha, above him 5 miles, about 5 miles above Bittupinbogue. Onahoka is a real Choctaw. She had two unmarried children living with her at the time of the treaty. The oldest is—

1. Tahona (points her out), thinks she was about fifteen years old at the time of the treaty.

2. Stemahoya, a female, gone west at the second emigration of the government. Went with her uncle; several of her uncles and two sisters went at the same time. Nockana-centubbee was one of them; he has another named Each ospia. Stemahoyo has never returned. She was a little over ten years old at the time of the treaty. Claimant and family belonged, at the time of the treaty, to Turnbull's company.

Claimant is witness's mother-in-law. He married one of her daughters, who is dead. Has no interest in her claim.

MOON-TUBBEE, his x mark.

Taken & sworn to at Leflore's this 16th Feb'y, 1838, before—

P. D. VROOM.
J. MURRAY.

Moon-tubbee, the witness, being recalled, deposes as follows: Claimant had an improvement at the time of the treaty, a house & field in which she lived at the time of the treaty and before, and where she continued to live for two years after. She then moved about 5 miles to Bogue Pollia. He does not know any reason for her removal. Has never heard that the land was sold by government and that she was driven off.

MOON TUBBEE, his x mark.

Taken & sworn to at Leflore's this 21st Feby, 1838, before—

P. D. VROOM.
ROGER BARTON.
J. MURRAY.

No. 145.

Oak-la-ho-nah, widow of Na sho bah-no-mah (dead), states that within six months from 24th of Feb., 1831, her husband, as the Choctaw head of a family, signified to Col. Ward, agent of the United States, his intention to remain and become a citizen of the State, and take lands under 14th article of the treaty. Ward, the agent, registered his name, which registration is now not to be found. He then belonged to Capt. Turnbull's company, and lved on lands now embraced in section 22,

township 22, range 3 E., where he had an improvement, and continued to live thereon three years, when he was drven off by a white man. He then had a wife, but no child.

A. A. HALSEY,
Att'y for Claimants.

Moon-tubbee.

No. 145.—Nosho-ba-no-wah (dead); his widow, Oak-la-honah, appears, a full-blood Choctaw, aged about 65 years, and, being interrogated, says that at the time of the treaty she had a husband living with her named Nosho-ba-no-wah, and no unmarried child; she had two married children living with her, named—

1. Hota ta-homa, a male.
2. Nogoa, a male.

They lived in one double-house, on Yallo busha, about 7 miles from Moon-tubbee below. A. Halsey is her counsel, Colo. Forrester acting.

Moon-tubbee, a full-blood Choctaw, a witness for claimant, being sworn, deposes as follows: That he is acquainted with the claimant, Ogle-a-hona; knew her at the time of the treaty and before; she was married at the time of the treaty to Nosho-ba-no-wah, who died about six years since. They had no unmarried children living with them at the time of the treaty; they had two married children living with them at that time, No-goa-tubbee and Hola-ta-homa; they all lived together in the same house, about one mile from the place now called Tusca-homa, on the Yalo Busha, about nine miles from him, below. Nosho-ba-no-wah and his wife were both full-blood Choctaws, and belonged at the time of the treaty to Anthony Turnbull's company. He is a cousin of Ogle-a-hona; has no interest in her claim; he does not know whether No-sho-ba-no-wah was registered for the 5 years' stay; he does not think he was at the council at John Perry's. Ogle-a-hona was not at the council, and he has no knowledge that she was registered.

MOON-TUBBEE, his x mark.

Taken & sworn to, at Leflore's, this 17th day of Feb'y, 1838, before—
P. D. VROOM.

FEB'Y 21.—Moon-tubbee, the witness, being recalled, deposes as follows: Claimant lived at the time of the treaty about one mile on this side of Tuscahona; he had an improvement at that time, a house and field, in which he then lived and where he continued to live for about 3 years after the treaty; he then moved just across the Yallo Busha, a little more than a mile; he does not know what course. He had a house to himself, and none but his family lived with him at the place first mentioned; he does not know why he moved, but supposes it was because they were building up the town so fast; he does not know if he was turned off of his place. He has no knowledge that the land claimed by him has been sold by the government. Claimant and his family belonged at the time of the treaty to Anthony Turnbull's company.

MOON-TUBBEE, his x mark.

Taken and sworn to, at Leflore's, this 21st Feb'y, A. D. 1838, before—
P. D. VROOM.
ROGER BARTON.
J. MURRAY.

No. 155.

Yim-ma chubbee states that within six months from the 24th of Feb. 1831, he, as the Choctaw head of a family, signified to Col. Ward, agent of the United States, his intention to remain and become a citizen of the State, and take lands under the 14 article of the treaty. Ward, the agent, registered his name, which registration is now not to be found. He then belonged to Capt. Lewis Perry's company and lived on lands now embraced in section 29, township 23, range 8 E., where he had an improvement and continued to live thereon until he ascertained his registration had not been returned to the proper department, as being entitled to lands under the 14th article of the treaty; he, in despair of getting his lands, removed west with a part of his family; the balance have remained ever since and are here present. He then had one unmarried child residing with him, over ten years of age, named Ho pah ka nubbee, and one under, named Lucy.

A. A. HALSEY,
Atty. for Claimant.

No. 155.—Yimma-chubbee, gone west; his son Ia-con-ubbee appears. A. Halsey, counsel.

Coleman Cole, a witness for claimant, being sworn, deposes as follows: That at the time of the treaty, and for ten years before, he was acquainted with the claimant, Yimma-chubbee. The person present is Ho-pa-con-ubbee, his son (points him out); he knew him at the time of the treaty. Yimma-chubbee and Ho-pa-con ubbee are both full-blood Choctaws; they lived at the time of the treaty on Cyprus Creek, about 2 or 3 miles from its confluence with the Yalo-Busha, about 12 or 13 miles from him. He saw them frequently. Yimma-chubbee had, at that time, two children and no wife. His wife died 2 years before the treaty. The oldest child was named—

1. Ho-pa-con-ubbee (points him out), now 25 or 26 years old; he was unmarried and living with his father at the time of the treaty. He is not married at this time, so far as he knows.

2. Lucy, a female; saw her two or three years after the treaty; does not know where she is; she is now about 20 years old; was unmarried and living with her father at the time of the treaty.

He saw Yimma-chubbee two or three years after the treaty; does not know where he has gone or why he went away. He lived at that time where he has described about and continued to live there when he last saw him. He belonged at the time of the treaty to Lewis Perry's company and his family also; is not related to him, and has no interest in his claim. Yimma-chubbee was at the council at Nelson's. He gave his name for registration to Nelson in his presence and hearing. He gave the number of his children at the same time. He was in the room and about six feet from Nelson. He has not been employed by any person interested in these claims, their attornies or agents except his sister, Sinah Perry. Has no promise of any kind in case of the success of the claims, or any of them.

COLEMAN COLE.

Taken and sworn to, at Leflore's, this 19 Feb'y, 1838, before us.

V. D. VROOM.
J. MURRAY.

No. 164.

Moses Perry, dead, by his representative, states that within six months from the 24th of Feb., 1831, he, as the Choctaw head of a family, signified to Col. Ward, agent of the United States, his intention to remain and become a citizen of the State, and take lands under 14th article of the treaty. Ward, the agent, registered his name, which registration is now not to be found. He then belonged to Capt. Turnbull's company, and lived on lands now embraced in section 34, township 23, range 4 E., where he had an improvement, and continued to live thereon until two or three years after the treaty. He applied to Col. Martin to have his lands reserved, when he was informed the book containing his registration could not be found, and that he could not get lands under the 14th article, in consequence of that loss. He then had one unmarried child residing with him, over ten years of age, named A-my.

A. A. HALSEY,
Att'y for Claim.

No. 164.—Moses Perry, dead. A. Halsey, counsel.

James Oxberry, a quarter-blood Choctaw, a witness for claimant, being sworn, deposes as follows: That he was acquainted with Moses Perry in his life time; he lived on the north side of Yalo Busha, about one mile from the place now called Troy; he lived at the same place before the treaty for a long time; he moved from there in 1831; he had at the time of the treaty a house and field in which he lived; at that time he had a wife named Mishahoyo and one child named Amy Perry, about 13 years old at the time of the treaty, then unmarried; has married since the treaty; his family lived with him at the treaty. He does not know why he left the residence occupied by him at the time of the treaty; he moved to Yok-enny-put-offa, about 30 miles from his former residence, where he lived until his death, about two years ago; he moved in the fall of 1831; he belonged to Anthony Turnbull's company at the time of the treaty; is a second cousin of witness; has no interest in his claim; the land claimed by Moses Perry has been sold by the government; he went to Colo. Martin to obtain a reservation of his land; Martin told him his name was not on Ward's register and his land could not be reserved from sale; he was a half-blood Choctaw; his land was sold at Chocchuma in the year 1833; he was present at the sale; at the time of the sale he did not know the number of the section, township, and range; only knows of the sale from hearsay

JAMES OXBERRY.

Taken & sworn to, at Ben. Leflore's, this Feb'y —, 1838.

ROGER BARTON.
J. MURRAY.

No. 165.

Ic-mish a, now dead, by James Perry, his representative's cousin, states that within six months from 24th of Feb., 1831, he, as the Choctaw head of a family, signified to Col. Ward, agent of the United States, his intention to remain and become a citizen of the State, and take land under the 14th article of the treaty; Ward, the agent, registered his name, which registration is now not to be found. He then belonged to Capt. Turnbull's company, and lived on lands now embraced in section

30, township 24, range 6 E., where he had an improvement, and continued to live thereon till his death, 3 years ago; his wife died before that time, but since the treaty he had a wife, but no child, at the date of the treaty.

JAS. W. SUMNER,
Atty. for Claimant.

Jos. Perry, witness.

No. 165.—Emi-sha, dead. James W. Sumner counsel.

Joseph Perry, a half-blood Choctaw, a witness for claimant, being sworn, deposes as follows: That he was acquainted with Emi-sha in his life time; knew him in the year 1815; he lived at the time of the treaty within half a mile of the place on which the town of Henderson now stands, about south, on a creek called O-ka-chook-ma, about one mile from the mouth of the main creek, which the whites call Turkey Creek, and about 6 miles from him. He was a full-blood Choctaw; has been dead going on three years; knew his wife, a Creek; does not recollect her name; she died about one year after the treaty; had no other family at the time of the treaty but his wife, who then lived with him. He had an improvement, a house & field of 30 acres at the treaty, in which he then lived and before, and continued to live there until a year after the first sales at Chocchuma; he then moved to a cow-pen of his (witness) brother's on Yock-anny-put-offa; he then moved to another place of James Perry's called Toks-hish, about 8 miles below Ponto-toc on the old Natchez road, and remained between the two places, back and forwards, moving from one to the other, until he died. The place on Oka-chook-ma, where he lived at the treaty, belonged also to his (witness) brother James Perry; he lived there in the capacity of his brother's herdsman; he had never any claim to the land or houses; they belonged to James Perry, who built them. James Perry cultivated the field and sent hands there every year for that purpose; he also staid there all the summer himself to look after his stock, and went back to Toks-hish in the fall. He (witness) was at the council at John Perry's; Emi sha was there; his wife was there with him; they lived about six miles from Perry's; he does not know whether his name was put down; he heard Nelson call claimant's name, and saw him go up to Perry, who was then writing. Emisha belonged to Turnbull's company at the time of the treaty; Emi sha is the son of his uncle; he does not recollect his uncle's name he has been dead 30 or 40 years; claimant, at the time he first knew him, had two sisters; does not recollect their names; they died about the same time with their father; unmarried and without children. There was another female whose name he cannot remember, who was either a sister or cousin of Emisha; he does not know which; she died about the same time; she had children, but they all died young and unmarried. Emisha had neither brother or sister, to his knowledge; he had no first cousins either by the father's or mother's side. He, witness, has two aunts who are, to the best of his knowledge, the nearest relations of Emisha; one of them is called Ono-la-hoyo, the other is called Ish-wa-caba's mother.

Subscribed and sworn to before us, at B. Leflore's, Feb'y 23d, 1838.

No. 167.

O-nah-hoke-ta, wife of Tom-ma-tubbee, states that within six months from the 24th of Feb., 1831, her husband, as the Choctaw head of

a family, signified to Col. Ward, agent of the U. States, his intention to remain and become a citizen of the State, and take lands under the 14th article of the treaty. Ward, the agent, registered his name, which registration is now not to be found. He then belonged to Capt. Jo Kincaid's company, and lived on lands now embraced in section 10, township 16, range 8 E., where he had an improvement, and continued to live thereon until he was driven off He then had two children under ten, named Mol li clah and Simpsin.

JOSHUA T. BROWN,
Atty. for Claimant.

No. 167.—Ona-ho-ke-ta, a widow of Tomma-tubbee, a half-blood (her father a Chickasaw), about 35 years old, on being interrogated, says her name is Ona-ho-ke-ta; at the time of the treaty she had a husband living with her, named Tomma-tubbee, and two children; the oldest—

1. Vina, a female (points her out), a little more than two years old at the time of the treaty and then living with its father.

2. Simson, a male (points him out), could just sit alone at the time of the treaty. Her husband has been dead less than one year; he died last summer; they lived at the time of the treaty near the missionary establishment at Mayhew, something less than three miles from Oktibbeha Creek. Joshua T. Brown is her counsel.

One-tam-ba, a full-blood Choctaw, a witness for claimant, being admonished of the nature and obligation, and declaring his belief in a future state of rewards and punishments, was sworn, and deposes as follows: That he was acquainted with Tomma-tubbee in his life time. He died last spring. He was married at the time of his death to Ona-ho-ke-ta (points her out); they were living together at the time of the treaty on a creek called Itta-ta-pa, two or three miles from its junction with Ok-tibbe'ha, about 8 or 9 miles from the missionary establishment at Mayhew, and about 20 miles from him. He was well acquainted with his family at the time of the treaty; saw them tolerably often. They had two children at that time. The oldest was named—

1. Ma-la-cha is her Choctaw name; she is also called Vina (points her out); now a little more than 10 years old, and lived with her parents at the time of the treaty.

2. Simson (points him out); thinks he is now 5 or 6 years old; lived with his parents at the treaty.

He (witness) was at the treaty ground; claimant and family were not there to his knowledge. He was at their house a short time before the treaty; Simson could sit alone. Claimant had an improvement at the time of the treaty, a house and field in which he then lived and before, and where he continued to live for three years after the treaty. He then moved on the other side of Yokenny-put-offa, about a half a day's journey. He remained there until last summer, and died on his way to this neighbourhood on business. He moved from the place where he lived at the time of the treaty because he wanted to move his stock; he supposed there was a better range on Yokenny-put-offa; he was not driven off that he knows of. Tomma-tubbee was a real Chickasaw. He does not know how long it has been since he came to live among the Choctaws. His wife was half Chickasaw, half Choctaw (her father a Chickasaw). Before she was married she lived in the Chickasaw country. Tomma-tubbee belonged at the treaty to Jim Nashoba company. He attended the council of the Choctaws. The Choctaws considered him a Choctaw. His wife belonged at that time to Joseph Kin-

caid's company; Ona-ho-ke-ta is his niece. He has no interest in her claim. The land claimed by Tomma-tubbee's representatives has not, to his knowledge, been sold by the government. He has no knowledge that claimant was registered for the five years' stay.

ON-TAM-BA.

Taken and sworn to, at Leflore's, this 23d February, 1838, before us.

No. 168.—One-tam-ba, a full-blood Choctaw, aged 45 years, being interrogated, says his name is One-tam-ba; at the time of the treaty he had a wife named Yah-atchie, and two children of his own. The oldest was—

1. Uncha-la-honah, a female, gone west about 5 years ago with Mush-o-leka (he is not a relation); 3 years old at the time of the treaty, and then living with its mother, who was separated from him before the treaty 3 years. Un-cha-la-honah could run about at the time.

2. Carsome-ta-ma, a female, went west at same time with her sister; 3 years old at the time of the treaty; it was a twin with No. 1; she was a child of Yah-atchie. On being again questioned he says the child was born after his wife left him, and after the treaty. He had no other child living with him at the time of the treaty but those named. He made three crops after his wife left him before the treaty. He went west last summer was a year, about two years after his children; a white man wanted him to go, and he went with him; the man's name was Barney, and he told him that land was cheap there, and if he (claimant) liked the country he would buy a piece for him. He intended to stay there if he liked the country. He went through the Choctaw country, west of Mississippi. The white man Barney was taken sick and he did not get to the end of his journey, and he (claimant) came back. Joshua T. Brown is his counsel.

No. 195.

No sa kah states that within six months from 24th of Feb., 1831, she, as the Choctaw head of a family, signified to Col. Ward, agent of the United States, her intention to remain and become a citizen of the State, and take lands under the 14th article of the treaty. Ward, the agent, refused to register her name. She then belonged to Capt. Cobb's company, and lived on lands now embraced in section 20, township 11, range 5 E., where she had an improvement, and continued to live thereon for 4 years, when she was driven off by a white man. She then had residing with her three unmarried children over ten years of age, named Toh no la, Ow nah, & Mish tubbee and two under ten named Yok o nubbee and E he mah.

JOHN B. FORESTER,
Atty. for Claimants.

Witness: E lam bee.

No. 195.—No-sa-ka, a full-blood Choctaw, aged 50 years, being interrogated, says her name is No-sa-ka; she is not married; she remembers the treaty of Dancing Rabbit Creek, and was at the treaty ground; she was not married then; her husband had taken another wife, and had left her before the treaty. She lived there on a creek called Kanetook-ta, running into Big Black; does not know how far from the mouth of it. Her husband's name was Ho-che-po, now dead. He died this last winter. The' never lived together after the treaty; she had 5 chil-

dren living with her at the time of the treaty, all unmarried, the oldest one was—

1. Ta-no-le, a female, present (points her out); she is now 22 years old; never been married.

2. O-nah, a female, present (points her out); she is 20 years old; never been married.

3. Mit-tubbee, a male, present (points him out); he is 18 years old, unmarried.

4. E-yoh-o-nubbee, male, not present. He is at camp, very sick and unable to attend.

5. E-he-ma, female, present (points her out); she is now 14 years old; she was small at the treaty. Col. Forrester is her council.

E-lam-bee, a full-blood Choctaw, offered as a witness on the part of the claimant, being admonished of the nature and obligation of an oath, and professing to believe in a future state of rewards and punishments, was duly sworn on the Holy Gospels, and deposes as follows: I am acquainted with No-sa-ka (pointing her out), and have known her a long while. I remember the time of the treaty of Dancing Rabbit Creek, and was at the treaty ground. I knew the claimant at that time, and think she was there. She was not married at that time; she had been married to Ho-che-fo; he was somewhere down on Pearl River. They had parted some time before the treaty. The claimant lived at the time of the treaty on Kane-took-ta Creek, a good way from its mouth; I can't tell the distance. She had 5 children living with her at that time, all unmarried. The oldest was—

1. Ta-no-le, a female (points her out), now 22 years old.

2. Ona-ho-ma, a female, present (points her out), now 20 years old.

3. Mis-tubbee, a male, present (points him out), now 18 years old.

4. E-yok-o-nubbee, a male, sick at camp; I saw him to-day; he is so sick he cannot be brought here. He is 16 years old.

5. E-he-ma, a female, present (points her out); she is 14 years old.

There are no more children. The claimant had a house and tolerably smart field at the treaty, in which she lived. Her father worked the field; he made the fence, and the girls cleared the field and carried the brush; they did it among them. Her father was named Pe-le-ma; she lived in the same cabin with her father. Her mother was dead. He had no other family living with him but this woman and her children. Pe-le-ma made the house, and they all lived in it when the claimant was married and living with her husband; he lived with her in her father's house; she does not live there now; a white man dispossessed her; she remained there four years after the treaty, and then settled on Yockonookeny; I was there when she went away from the old place; I lived at that time about one mile distant; the white man had settled just in sight, and required her to go out, and she did so; he did not appear to be angry, but told her she must go; the white man built a house just by, in sight, close to her field; it was about a year after he built the house that the white man told them they must go out, that they were injuring the land and wearing it out, and they must go. This conversation was at claimant's house; I am sure I was there at the time; I happened to be there, it was in the forenoon; it was in the spring or latter part of winter; the weather was very cold yet; I heard him talk to the claimant about four times; this was the last of the four times; the conversations were all at the claimant's house; she left a short time after the last conversation; Pe-le-ma was present at some of the conversations, but not at the last one; he was off somewhere; he moved off with his daughter. The cabins were left standing,

and are now pretty much rotted down; the name of the white man is Sherloch; the white man spoke in the English language, but he brought a Choctaw with him who could speak English and interpret what was said; he had the same Choctaw along every time at these conversations; his name is Ba-buk-ta, he lived about in that neighborhood, and is now near Cobb's, I think. The claimant requested Pi-a-ho-ma to have her registered; I heard her make the request to Pi-o-ho-ma; she was present at the council that was called at Pi-o-ho-ma's house; her children were along with her; there was no writing done there, they just requested the man that was going to the agency to have them registered; Pi-o-ho-ma was one of those who was going on; I do not recollect any of the others; there were some widows with their children and some others who could not go on, and they appointed Pi-o-ho-ma to go to Colo. Ward and have them registered. The council was held towards fall in the year after the treaty; it was Samuel Cobb's company that met in council; I think there were something like 34 heads of families present; I was acquainted with all the heads of families that were there; none of them ever went west. The claimant told Pi-a-ho-ma herself to have her registered; Pi-o-ho-ma is her uncle. I belonged to Cobb's company myself, and the claimant is my cousin, but I have no interest in her claim. The house of Pi-a-ho-ma is about 17 Choctaw's miles from Turnbull's, where another council was held; this council was only intended for the neighborhood around Pi-a-ho-ma's; it was not a council of all Cobb's company; I think it was before the council at Turnbull's; I was not notified to attend that council, and was not there; Tish-o-pei-a and Pi-o-ho-ma called the council Pi-o-ho-ma's; I think there was *was* about 8 men that were to go to the agency to Colo. Ward. Pi-a-ho-ma told them at the council that if they stayed the 5 years they could have their land. Tish-ho-pei-a were both at the council at Pi-o-ho-ma's, and they were two of the men who were appointed to go to Colo. Ward. About two days after the council the men appointed to go started for the agency; I think there were two women that went also; Is-tam-a-ha was one, Ho-te-mei-a, my mother-in-law, was the other; they went of their own accord. I am a claimant as head of a family under the 14th article of the treaty; I do not know of my own knowledge that any of the land claimed has been sold by the government, but suppose it must have been from the way the people acted.

E-LAM-BA, his mark.

Taken & sworn to, at Louisville, Miss., this 4th Ap'l, 1838, before—

No. 206.

E-bok-a-tub-bee, a full-blood Choctaw, of the Six Towns, Capt. Red Post Oak's company, states that within six months from the 24th Feb'y, 1831, he signified to Wm. Ward, U. S. ag't, his intentions to take land and become a citizen of the State under the provisions of the 14th article of the treaty of 1830; that his name was duly registered, which name is not now to be found on the books of said ag't; that he lived on land now embraced in section No. 17, in township No. 5, in range No. 11 east; that he had one child, single, living with him at the date of the treaty, a female, aged 22 years old, named E-me-lah.

E-BA-KATH-TUB-BEE,
By his attor'y, JOHN JOHNSTON, Sen'r.

April 10th, 1838.

Witness: Mish bayea.

No. 206.—E-ba-ka-tubbee, a full-blood Choctaw, aged 60, being interrogated, says his name is as above stated. He remembers the treaty of Dancing Rabbit Creek. It is eight years since it was made. He lived at the Talla Towns at the time, and had a wife and one child living with him. His wife's name was Wo-sho-ha; she is still living. The child's name is—

1. E-me-la, a female; she is at home, but is expected here. She is 20 years old, has never been married, and has always lived with him. There are no other children.

Colo. Johnston is to attend to my business here.

Mush-u-la-tubbee, a Choctaw, a witness offered on the part of the claimant, being duly sworn, deposes as follows: I know the claimant, E-ba-ka-tubbee (pointing him out), and have known him a long time. I remember the time of the treaty of Dancing Rabbit Creek, and knew him then & before. He lived in the Talla-Towns one mile from me. He had an improvement there—a house and a field of his own—which he used and occupied. He raised corn in the field; no one used any part of the field but himself. His old mother lived in the same house with him; her name was Lock-na. He had a wife living with him named Wo-sho-ka. He had one child living with him named—

1. E-me-la, a female, not here. I think she is about 22 years old; she has never been married, and has always lived with her father. There are no other children.

The claimant continued to live where he did at the date of the treaty until about three years ago, when he settled on Oka-tal-lia Creek, where he still lives. I know of no reason for his removal, except what I have from information of others. No one has occupied the house and field of the claimant since he moved away, and they are still unoccupied. I was at the council at Span-a-mingo's. The claimant was there. There was a stick made out for him. Tok-a-ha-jo took it first, and then gave it to Post Oak, who was to take it to a white man whose name I can't recollect, but the intention of it was to stay five years. I am not related to the claimant, and do not expect to get any part of his land, and have no interest in the claim. The claimant belonged to Post Oak's company at the time of the treaty. He is a full-blood Choctaw. No part of the land claimed by the claimant has been sold by the government, to my knowledge.

MUSH-U-LA-TUBBEE, his x mark.

Taken & sworn to at Louisville, Miss., this 10th April, 1838, before—

J. MURRAY.
P. D. VROOM,
ROGER BARTON.

MAY 1.—Mush-u-la-tubbee, recalled, says: The child of E-ba-ka-tubbee, who was absent at the former examination, is now present Her name is E-me-la, female (points her out).

MUSHULATUBBEE, his mark.

Taken and sworn to, at Louisville, the 1st of May, A. D. 1838, before—

No. 216.

Saml. McGee, now dead, by his legal representatives present.

Samuel McGee, of Capt. Adam Fulsom's company, states that within six months from the 24th of Feby., 1831, he, as head of a Choctaw family, signified to Col. Wm. Ward, U. S. agt., his intentions to take land and become a citizen of the States under the provisions of the 14th article of the treaty of 1830; that his name was duly registered on the books of the said Ward, which name is not now to be found; that he lived on land now embraced in section No. , in township No. 18, in range No. 51 east; that he had, si'gle, living with him at the date of the treaty three children, viz: Ann, a female, aged now about 22 years; Lavinia, a female, aged now about 20 years; & Umpries, a male, now about 17 years old; that *that* he lived on his said land until he was driven off by the government sales.

SAMUEL McGEE.

April 12th, 1838.

Oakland

No. 216.—Samuel McGee (deceased), by his children. Colo. Johnston, counsel.

Grant Lencecum, of Loundes County, a witness for claimant, being sworn, deposes as follows: That he was acquainted with Samuel McGee in his lifetime; knew him at the time of the treaty of Dancing Rabbit Creek and for 17 years before; he lived at the treaty about 10 miles north of the old agency, on a creek called Trimmer Cane (Indian Seallmo), a branch of Oke-tibbeha, about 6 miles from the mouth of the creek, and about 18 miles from witness; he frequently passed his house about the time of the treaty and always visited him; he had then a wife, whose name he cannot recollect; does not know if she is now living; she left her husband about one year before his death; she was his second wife; he had been married before to Polley, a half-breed, a daughter of John Jones, who died five or six years before the treaty; he had three children by his first wife living with him, and unmarried at the time of the treaty. The eldest is named Anne, present (points her out), now about 22 years old; was unmarried at the treaty; is not certain but thinks she was boarding at the missionary station, at Mayhen, with Mr. Kingsbury, at school. The school was broken up a short time after the treaty, when she returned to live with her father; where she remained about 12 months, and then went to live in the Chickasaw country with her sister; has never been married.

2. Lavina, present (points her out), now about 20 years old; she was also going to school at the missionary establishment at the time of the treaty, and returned to her father's with her sister Anne, and went with her to live with her sister in the Chickasaw country. Has never been married.

3. Humphreys, a male, present (points him out), now 17 years old; does not recollect whether he was at home on a visit to his sister at the time of the treaty. His home was then at his father's.

Samuel McGee, at the time of the treaty, had an improvement, a house and field, where he then lived, and where he continued to live until the first land sales at Columbus, when the lands on which he lived were purchased at the public land sales by a white man by the name of John Billington, or Nathanel Weed, he is not certain which; this he knows only from information from Billington, who told him he had pur-

chased the land. He has no personal knowledge of the reason why McGee moved off the land; never saw McGee and Billington together. Has never been at McGee's residence since the land sale before spoken of. In May or June, 1831, witness went from Colo. Fulsom's to the agency with Samuel McGee, the claimant. McGee informed Colo. Ward that he wished to register for the 5 years' stay; he stated to Ward that he wished to be registered in the presence of Major John Pitchlyn, who went to the agency in company with witness & claimant, who would see that it was done right. John Pitchlyn was at that time writing for Ward, and he instructed him to register his name. Witness saw his name registered, and it was examined also by Major Pitchlyn and Doct. Hand. The children were registered also; the girls as over and the boy as under 10 years. The names were put on the register about 3 or 4 o'clock in the afternoon. No objection was made by Ward to register the names. The children were not present. The names were registered on small foolscap, about two quires sewed together; has frequently had this book in his hands, and examined it before and since the registry of McGee. The last he saw of the book of registry was at Colo. Fulsom's about a month and a half after McGee was registered. The way the book came to Fulsom's was, that some gentlemen who were there wished to see it, and Fulsom sent his son, about 14 years old, for it to the agency. Fulsom did not write to Ward, but merely sent a message by his son in the presence of witness, requesting Colo. Ward to send it. The book was sent by the boy. Witness left Fulsom's about sundown, and the book had not been returned. Ward neither wrote or sent a message with the book, so far as witness knows. Witness was present when the book was brought and delivered to Fulsom; never saw it out of Ward's house or possession but on this occasion. The distance from Fulsom's to Ward's is about two and a half miles. He saw afterwards in the possession of George W. Martin a book which Martin told him was Ward's register, but it was smaller than the one he has before described, and he does not know if it was the same he had before seen at the agency and Fulsom's. He did not examine it. The paper was about the same size, but there was not so much of it. Claimant belonged at the time of the treaty to Adam Fulsom's company. He has always understood that McGee was a half-blood Choctaw, and he had that appearance. His wife, the mother of the children before named, was also a half-blood. Is not related in any manner to McGee or his family, and has no interest in the claim; is to receive nothing for his attention to the business of the claimants; is not a claimant himself, and has no interest in any claims under the treaty. Claimant has been dead 12 or 14 months. After the land sale before mentioned he went to live with his daughter in the Chickasaw country, about 8 or 9 miles from his old residence, and remained in the Chickasaw country until his death.

Taken & sworn to, at Louisville, Miss., this 12th April, 1838, before—

No. 246.

I yo wah cha, an infirm and afflicted old woman, too much to get before the commission, was the Choctaw head of a family, and as such within six months from 24th of Feb., 1831, she signified to Col. Ward, agent of the United States, her intention to remain and become a citiz.

of the State, and take lands under the 14th article of the treaty. Ward, the agent, registered her name; which registration is now not to be found. She then belonged to Capt. Pickins' company, and lived on lands now embraced in section 9, T. 11, R. 8 E., where she had an improvement, and continued to live thereon until about Christmas, 1835, when her house was burnt down with everything she had, and she compelled to leave; she has remained in the country ever since; she then had one unmarried child living with her, over ten years of age, named Betsey Hays.

JOHN B. FORESTER,
Atty. for Claimant.

No. 246.—I-o-wa-cha, a widow, represented to be old and infirm ,and unable to come before the commissioners, her daughter, Betsy Hays, appears, and, being interrogated, says that Colo. Forrester is counsel for her mother.

Pi-subbee, a ¾-blood Choctaw, a witness for claimant, was sworn, and deposes as follows: That he is acquainted with Io-wa-cha, the claimant; saw her about 10 days ago; she was then very sick; she has been sick a long time, and is getting worse, and unable to get here. He recollects the treaty of Dancing Rabbit Creek, seven years ago; was not there; knew the claimant at that time; lived about 5 miles from her; she was then a widow, and had been a great while; he had seen her husband; he died about 3 years ago; he was a white man, and father of Betsy Hays; is certain he did not live with claimant at that time, and for a great while before; at the time of the treaty she had no family but one daughter, named—

1. Betsy Hays, a female (points her out), now 25 years old; was unmarried, and then living with her mother; married Ta-hom-ba about 5 years ago; they are parted; he is at home.

He knows that Betsy Hays is the daughter of claimant by her husband, Phil. Hays. Claimant lived at the time of the treaty on Pearl River, not far from the place now called Carthage, where she had an improvement, a house and field, where she continued to live six years after the treaty, when she moved to a place on the Robinson road, about 35 miles below this place, near Cobb's, where she has continued ever since; she made six crops on her old place before she moved after the treaty, and three crops on the new place since her removal. He lives now within one mile of her; and the present crop will make the third. She moved from her old place about a week before Christmas. In the latter part of the summer, before she moved, he was sent for by claimant in the night, and when he went to her house just before day he found it in flames; and it burned down to the ground. Claimant built a camp, in which she lived for the remainder of the year. The person who was sent for him was Battise, a grown man, a neighbor of claimant's, who told him that a woman whose name he does not know had come in the evening and beat the claimant very much, and burned her house and all her property in it; when he got there he found her dreadfully beaten, her head very much cut, and she was lying helpless. Claimant told him she had sent for him to kill the woman who had injured her and then return to her and kill her. He went in pursuit of the woman, who was an Indian; and when he found her she acknowledged she had perpetrated the crime as before stated. He did not punish her, but left here where he found her. He saw her at the annuity at Ben Leflore's, and heard her say she was going there to be

registered. Claimant belonged, at the time of the treaty, to Pickens' company. She was a full-blood Choctaw, and has never been west of the Mississippi. Is not related to Iowa-cha or her daughter, and has no interest in the claim. Is himself a claimant under the 14th article of the treaty. The land claimed in this case has not, to his knowledge, been sold by government. It has laid waste since claimant left it, except summer before last, when it was cultivated by a white man by the name of Harriss.

Cross-examined by district attorney:

He was present when the annuity was paid to the Indians at Leflore's. He saw no part of the annuity offered to claimant. The reason the woman gave him for burning claimant's house was that they, she and claimant, had had a quarrel; she is now living on Pearl River, and does not know if she is married; she lived 10 miles from claimant when the house was burned; her name is Pis-ala, and she lived about 12 miles above Carthage. He, witness, built claimant's house, and cleared the field for claimant upwards of 20 years ago. He built the house and made the field for himself, and when he moved gave it to claimant some time before the treaty.

PISUBBEE, his x mark.

Taken & sworn to, at Louisville, this 25th April, 1838, before
J. MURRAY.
ROGAR BARTON.

No. 258.

Ishe-tub-bee, of Capt. Isaac James' company, states that he, as head of a Choctaw family, within six months from the 24th of Feb'y, 1831, signified to Col. Wm. Ward, U. S. agent, his intentions to take land under the provisions of the 14th article of the Choctaw treaty of 1830; that his name was duly registered on the books of said Ward, which is not now to be found; that he lived on land now embraced in section No. —, in township No. —, in range No. — E, where he continued to live until dispossessed by a white man; that he had 4 children (single) living with him at the date of the treaty, viz: Toog-lo-stubbee, a male, aged now about 20 years; Kune-ah-tam-ba, a male, aged now about 18 years; Tow-wa-che, a female, aged now about 13 years; & Edmond, a male, aged now about 10 years.

I-SHE-TUB-BEE,
By his att'y, CHAPMAN LEVY.

May 12th, 1838.

N. 258.—Ishe-tubbee, a full-blood Choctaw, aged 40 years, being interrogated, says his name is Asha-tubbee; that he recollects the treaty of Dancing Rabbit Creek, eight years ago; he was there; he then had a wife, Molly, and 4 unmarried children living with him. The oldest is—

1. Takolo-stubbee, a male (gone west at the second emigration), now 13 years old; lived with him at the treaty.
2. Kune-a-tamba, a male, gone west two winters ago; now 11 years old; lived with him at the treaty.
3. Hoteminchi, or Ho-tow-a-chi, a female (points her out), now 10 years old; lived him at the treaty.

4. Edmond, a male (points him out), now 8 years old; lived with him at the treaty. He lived at the time of the treaty on Emputtuk, a creek which empties into the Tombigby at the old factory formerly kept by George S. Gaines, about seven miles from the factory.

Reuben H. Grant is his counsel; Colo. Johnston appears for him.

Yo-kan-tunah, a female, full-blood Choctaw, a witness for the claimant, being admonished of the nature and obligation of an oath, and having no idea of the obligation or of a future state of rewards and punishments, was rejected.

James Cobb, a white man, of Ok-tibbe-ha County, a witness for claimant, being sworn, deposes as follows: That he has lived in the State of Mississippi since the year 1829, and has lived all the time in what is called the Choctaw Nation. At the time of the treaty he lived on Noxubee River, 14 miles below the agency, and about 14 miles from where he now lives. He now lives close to the agency. He has been acquainted a long time with Ishe-tubbee; knew him before he moved into the nation, while he lived across the line in Green County, Alabama. At the time of the treaty claimant lived on a creek, the name of which he cannot remember, which empties into the Tombigby about 6 or 7 miles from the old factory, and about 30 or 40 miles from him, where he still lives. He had a wife and some children living with him at the time of the treaty, but he does not know their names or numbers; he has seen them about his house before and about the time of the treaty and afterwards, and he claimed them as his own children. In 1831, in the last of May or 1st of June, he, witness, was at the agency with Colo. Ward. Ishe-tubbee was there when he arrived. A hundred or more Indians were there; some of them appeared to be registering their names to remain 5 years, and he heard some of them talking about going west. Ishe-tubbee, knowing him, came to him, asked him where he was to go to be registered for the 5 years' stay; he said he wished to be registered. He speaks a little English. Witness understands right smart of Choctaw, but cannot say he has an extensive acquaintance with the language. He went with him and showed him where Colo. Ward was doing business. The interpreter, a woman, gave his name to Colo. Ward. Claimant asked her to enquire of Ward if he had put his name down, and Ward replied that he had. This he heard Ward say. Mrs. Byington, the wife of the missionary, was the interpretress, and he heard Ishe-tubbee give her an account of his children. Did not pay particular attention to this, and does not know how many he gave in. He has seen the two children present, Hitonatchie, a female, and Edmond, a male, about claimant's house at the time of the treaty, and claimant called them his children. The eldest is also called Eliza. Edmond was quite small at the time of the treaty. He did not recollect the names of the two children until they were brought in. This reminded him of Eliza, and when her Indian name was mentioned he recollected it. Edmond he knew.

JAMES COBB.

Taken & sworn to, at Louisville, Miss., this 12th May, 1838, before

J. MURRAY.

P. D. VROOM.

No. 259.

Ho-pi-ah-shub-bee, dead 2 years ago. Yok-an-tu-nah, his widow, states that within six months from the 24th Feb'y, 1831, he, as head of a Choc-

taw family, signified to Col. Wm. Ward, U. S. agent, his intentions to take land and become a citizen of the State under the provisions of the 14th article of the late Choctaw treaty of 1830; that the said agent registered his name, which is not now to be found on the books of said agent. That he had an improvement, and lived on lands now embraced in section No. —, township No. —, range No. —, east.

HO-PI-AH-SHUB-BEE,
By his att'y, CHAPMAN LEVEY.

May 12th, 1838.

No. 259.—Hopia, represented to be dead two years ago, his widow, Yoc-un-tunah, appears. Reuben H. Grant is her counsel; Colo. Johnston appears.

Ash e-tubbee, a full-blood Choctaw, a witness for claimant, being admonished of the nature and obligation of an oath, and declaring his belief in a future state of rewards and punishments, was sworn, and deposes as follows: That he was acquainted with Hopia-shubbee in his lifetime; he died eight years ago this fall, he thinks just before the treaty was made. He lived at the old place of Apika, on Sukenatchu, nearly a days' journey from him. He saw him last about a year before the treaty. He has made a mistake, he had forgotten. He has been dead about two years. A white man by the name of Wren told him of his death about one year ago. He saw him about one year since; he was then sick, and never recovered. He went from Willy Johnson's to Gainsville, last Christmas was a year, and Wren told him then that George, the claimant, died yesterday. When he went to Johnson's he went from claimant's house. Claimant had a house and field which he occupied at the time of the treaty, and continued to live there two years after the treaty, when, as his uncle, Stonahajo, informed him, a white man took possession of his place. He had no settled home afterwards; he worked about for white people. He had a wife, Yoc-an-tunah (points her out), living with him at the time of the treaty. Does not know if he had any other family. He has no knowledge whether he was registered for the five years' stay; he belonged to Isaac James and Mush-ula-tubbee's companies; he was a full-blood Choctaw, and had never been west of the Mississippi. Claimant was his brother-in-law. He has no interest in his claim. Is himself a claimant.

ASHATUBBEE, his x mark.

Taken & sworn to, at Louisville, Miss., this 12th May, 1838, before
J. MURRAY.
P. D. VROOM.

James Cobb, a white man, a witness for claimant, being sworn, deposes as follows: That he knew Hopia-shubbee in his lifetime; he had another name, George, by which he was called among the whites. He knew the claimants before the treaty; he has picked cotton for him in Alabama before he removed into the nation in 1829. He does not know where he lived at the time of the treaty; was never at his house; knew his wife at the treaty, her name is Yoc-un-tunah; her name among the whites is Sophy. Does not know that he had any other family; has heard George say he had no family but a wife. It has been four years since he saw him last; thinks he had no settled home at that time; he was working about. In 1831, the month of May, of 1st of June, he saw him at the agency. He requested him (witness) to show him where to apply to be registered for the 5 years' stay. He showed him where Colo. Ward was

doing business, and he heard him apply to Col. Ward in English to be registered for the 5 years' stay; told Ward he did not wish to go west; that he had not sold his land, and understood that the treaty gave the privilege to stay. He saw Ward writing at the time, and heard him tell George that he had put down his name. He told Ward he had no family but his wife.

JAMES COBB.

Taken & sworn to, at Louisville Miss., this 12th May, 1838, before
J. MURRAY.
P. D. VROOM.

No. 260.

Ah-sto-ne-ha-jo, of Capt. Ah-mil-e-cha-bee's company, states that within six months from the 24th of Feb'y, 1831, he, as head of a Choctaw family, signified to Col. Wm. Ward, U. S. ag't, his intention to take land and become a citizen of the States under the provisions of the 14th article of the Choctaw treaty of 1830; that his name was duly registered on the books of said Ward, which name is not now to be found; that he lived on land now embraced in section No. —, in township No. —, in range No. — east, where he had a house and farm, and continued to live until driven out by a white man; that he had 4 children, single, living with him at the date of the treaty over ten years of age, viz: A-nau-che-ho-yo, a female; Fil-e-te-mah, a female; An-che-to-na, a female; Fil-e-ma-stub-bee, a male. Although driven from his said residence, he has continued to reside in the district of country ceded by said treaty, claiming the benefits thereof.

AH-STO-NA-HA-JO,
By his att'y, CHAPMAN LEVEY.

May 12th, 1838.

No. 260.—Ah-sto-no ha jo, a full-blood Choctaw, aged 75 years, being interrogated, says his name is Stona hajo, alias Apela-tubbee; that he recollects the treaty of Dancing Rabbit Creek, about 8 years ago; he had at that time a wife, Stemaya, and 4 unmarried children living with him; the oldest was—

1. Ono-che-hoyo, a female, not present; gone west about 5 years ago; was unmarried and living with him at the treaty.
2. Filla-ma-tubbee, a male (gone west 3 years ago); is now grown; unmarried, and living with him at the treaty.
3. Can-cha-tona, a female; went west at same time with Filla-ma-tubbee; does not know her age (from the gight given commissioners suppose about 12); unmarried and living with him at the treaty.
4. Waka-a-homa (a female); died three winters ago; younger than Can-cha-tona (from the hight commissioners suppose about 10); lived with him at the treaty.

These are his own children, by his wife, Stemaya. He lived, at the time of the treaty, 7 miles from Lewis Lucas's old place, where Judge Marshall now lives. He says he has no counsel. He has a witness.

Muth-ta-ha, a full-blood Choctaw, a witness for claimant, being admonished of the nature and obligation of an oath, and declaring his belief in a future state of rewards, was sworn, and deposes as follows: That he recollects the treaty of Dancing Rabbit Creek, and knew Stona-hajo at that time; lived two short miles from him; he had then a wife, whose

name he cannot recollect, and he thinks 5 unmarried children living with him; the name of the oldest was—

1. Ho-pay-a-shubbee, a male (died two winters ago); was unmarried and living with his father at the treaty, and was then a man grown. He is very old and cannot recollect the names of claimant's children; some have gone west and the rest are dead; none are now living with him, but thinks he had five children living with him at the time of the treaty. Claimant's wife had been dead a great while. He lived at the time of the treaty at Apika, a branch of the Sukanatchee river, near the head, where he had a house and field which he then occupied, and where he continued to live for six years after the treaty; he then moved towards Tombigby, where he has made three crops since his removal; thinks he made 4 crops at his old place after the treaty before he moved, which was in the fall. He knows no particular reason for his removal; was not turned out that he knows; a man may move when he pleases. It is 30 miles from his old place to his present place of residence near Tombigbee, where he has remained ever since his removal. He belonged at the time of the treaty to Ami-la-chubbee's company. He is a full-blood Choctaw; has never been west of the Mississippi; is a nephew of claimant and has no interest in his claim other than they have agreed that whichever of them gets land it shall be sold and they will buy provisions to take them to Arkansas. The land claimed in this case has not to his knowledge been sold by government. He is himself a claimant under the 14th article of the treaty of Dancing Rabbit Creek. Has no knowledge that claimant has been registered for the 5 years' stay.

MUTHTAHA, his x mark.

Taken and sworn to at Louisville, Miss., this 12th May, 1838, before—

J. MURRAY.
P. D. VROOM.

James Cobb, a white man, a witness for claimant, being sworn, deposes as folllows: That he was acquainted with Stona-hajo, the claimant (points him out), at the time of the treaty and before; he lived then on the headwaters of Sukenatchee; does not know how long he continued to live there; has no personal knowledge that he has moved at all; has heard he had moved off 4 years ago. He was at his house on Sukenatchee two years after the treaty and he was then living there; he had then a wife & 4 or 5 children living with him; two or three of them looked as if they were grown; he has forgotten their names and does not know their ages.

In 1841, the last of May or 1st of June, he was at the agency where he saw Stona-hajo; he came and asked him where he was to apply to be registered for the 5 years' stay. He shewed him where Colo. Ward was doing business; he went and applied to Mrs. Byington and requested her to inform Colo. Ward that he wished to be registered for the 5 years' stay and his family also. Colo. Ward wrote something and requested the lady to tell claimant that he had registered his name. Claimant requested the lady to ask Colo. Ward to give him a certificate of registration that he might shew it to the white people. Colo. Ward told Mrs. Byington to tell him he was then busy and would give him one after a while.

No. 261.

An-na-wa-tub-bee died about 3 years ago; within six months from the 24th Feby., 1831, he, as the head of a Choctaw family, signified to Col. Wm. Ward, U. S. agent, his intention to take land and become a citizen of the State under the provisions of the 14th article of the late Choctaw treaty of 1830, but was prevented from being registered by the acts of said Ward; he had two children living with him at the date of said treaty, under ten years of age, one mamed Ab-be-na-chub-bee ,now about 12 years of age, and Pal-lan-tub-bee, now about 10 years of age; he had an improvment and lived on land now embraced in sec. —, town. —, range — east.

May 12, 1838.

JOHN HALL, and
EDWARD GWINN,
Attys. for Claimants.

No. 261.—An-na-wa-tubbee, represented to be dead 3 years ago, appears by his two children, Ha-be-na-chubbe & Pal-an-tubbee. John Hall, counsel.

Muth-ta-ha, a full-blood Choctaw, a witness for claimant, being sworn, deposes as follows: That he knew An a wa tubbe during his lifetime. He was his son-in-law; knew him well at the time of the treaty of Dancing Rabbit Creek, He has been dead five years. He lived at the time of the treaty at Ath-la-billy, on the branch of Sukenatchie, about one mile from him; he had at that time a wife, Nan-ta-ho-you, his daughter and two children living with him; the oldest was—

1. Habenachubbee, a male (points him out); does not know his age lived with his father at the treaty.

2. Pal lan tubbee, a male (points him out); does not know his age; lived with his father at the treaty. He knew these to be the children of claimant by his wife above named.

An na wa tubbee had a house and field at the time of the treaty, which he then occupied and where he thinks he remained about 4 years after. He then ran away to the Chickasaw nation in consequence of a great rumpus in his neighborhood in which 5 of the family were killed. He had supposed it was done by white people but has lately found out it was perpetrated by Choctaws like himself. He does not understand the cause. Annawatubbee came to his house and informed of this murder, and determined to carry away his two children to save them; he, witness, went with him to the Chickasaw nation. He, claimant, was then sick and died in about 4 sleeps after he got there. Some time after the treaty claimant came to his house and staid all night and said he was going to Colo. Ward to have his name registered for the five years' stay. He left his house next morning with that intention, and got back the third day afterwards. He does not think he was registered. He said when he got back that he saw Col. Ward spoil a great many sticks, and that he did not think it worth while for him to try. Claimant belonged at the time of the treaty to Ea ho gla tubbee's company. Their chief was Mash la tubbee. Claimant was a full-blood Choctaw and never went west of the Mississippi; he has no interest in the claim; has no knowledge if the land claimed in this has been sold by the government. He (the witness) has never been to the place occupied by the claimant since he went away. There were two white settlements not far off from his place when he left it. His daughter, claimant's widow, is now living about the line

of the Chickasaw nation where she has been ever since her husband's death; she is married to a Chickasaw. There is one more child of claimant's by his daughter living, called Himokatoona, younger than the two named.

MUTH-TA-HA, his x mark.

Taken & sworn to at Louisville, Miss., this 12th May, 1838, before
J. MURRAY.
P. D. VROOM.

No. 45.

The deposition of Yok hatah, a full-blood Choctaw man, taken this 7th Jan'y, 1843, at Hopahka, to be read as evidence in behalf of claim of Ah che ah's son, Elan tubbee; the said witness, being first sworn, deposes & says:

That he knew Ah ch ah at time of treaty; she was then unmarried, having separated from her husband; witness lived about one & half miles from her at that time. She had but one child at that time, the claimant now present, named Elan tubbee, who was then ten years old. She & son occupied a house to themselves & cultivated a field to themselves, & the witness was her nearest neighbor. Her husband's name was Ath later, who had separated from her long before the treaty & went west at the first emigration.

That claimant's mother went west last emigration, & since died, as witness has understood. The claimant never has been west.

That claimant's mother at date of treaty lived in two miles of Pearl River, west, on Penna shook Creek, about four miles from Philadelphia, in Neshoba County; belonged to Capt. Nat. Jones' company, & Leflore's district. Her land was level, good, used spring water. She continued on her place until she removed west; her son, the claimant, remained at the old cabins until about a year after his mother left, & then built him a house nearer the field which he & mother cultivated, being a little distance off, & has remained there ever since.

The deponent states he went to the council at Turnbull's, & had been requested by claimant's mother to have her name & son's registered for the five years' stay; that he did tell Turnbull to put her name down, while he, Turnbull, was making out a list of Nat. Jones' company, & that Turnbull continued to write as if he wrote her name down; & this deponent believed at the time, & still believes, he wrote her name down as he requested him to do.

The deponent saw claimant's mother at Leflore's at the time of annuity, but had no conversation with her.

This deponent believed, & so did all believe, that all that was necessary for him to do was to have their names registered by Turnbull; that it was generally understood & believed that Turnbull was acting for Ward, & by his authority.

The deponent understood & believed that the list of Nat. Jones' company was handed by said Jones to Ward himself, at Leflore's; that then Ward became angry, because he did not want many to register, saying there were too many, & that they would take too much land, & there was then a dispute between Ward & Jones, as this deponent understood, which resulted in the loss or destruction of the list, as this deponent afterwards understood.

The deponent does not believe claimant's mother ever rec'd any land

under any other article of treaty; nor does he believe that claimant or his mother ever sold their lands, or made any contract to do so, or has he transferred the scrip or compensation which government may give in lieu thereof.

& further says not.

YOK HA TAH, his x mark.

Taken before us, this 7 Jan'y, 1843.

RALPH GRAVES.
J. F. H. CLAIBORNE.

Ah-che-ah (dead) represented by her only child Elan-tubbee, a full-blooded Choctaw, being 5 feet 3½ inch high and about 27 years of age, states that at the date of the treaty of Dancing Rabbit Creek the said deceased was the Choctaw head of a family and had one unmarried child over ten years of age, to wit:

1. E-lan-tubbe, present.

Said deceased then resided on the west side of Pearl River, about two miles from it, one mile east of Pin-ish-shook Creek in Lafloor's district; land tolerably and fair quality; used spring water.

That said deceased, intending to take the five years' stay under the 14th article of the treaty gave in the names of herself and child at the council at Turnbull's by Yok ha tah who saw George Turnbull put their names on what was called Captn. Nat. Jones' list, that Captn. Jones carried this list to the annuity at Leflore's and presented it to the agent Ward, who refused to register the names on it, saying he did not like the list and that Jones and his people must go west. That she continued to live upon her improvement until about three years after the treaty when, knowing that her name had not been registered by Ward, & supposing she would get no land in this country, she removed west, and shortly after died. Her son, the said Elan tubbe, remained on said improvement and has continued to reside upon it and in the neighborhood ever since; that he never went west and that neither he nor his mother, the said deceased, ever received or claimed any land under any other article of the treaty, and that he never, within five years of the ratification of the treaty, made any contract, which he considers binding, to transfer or the sell any land, scrip, or other compensation to be awarded in satisfaction of his claim under the treaty.

ELAN TUBBEE, his + mark.

Sworn to & subscribed before us this 7th Jan'y, 1843.

RALPH GRAVES.
J. F. H. CLAIBORNE.

Tok ha tah and Pah lubbee.

No. 63.

The deposition of Ea chubbee, a full-blood Choctaw man, taken before the commissioners at Hopahka, to be read as evidence in behalf of the claim of Ea ho ka (case No. 631); the said deponent, being first sworn, deposes and says:

That claimant is deponent's mother. That claimant, at the date of treaty, had no other family but herself. She occupied a house in same yard with deponent, which witness built for her. She cooked and ate to herself. The deponent made a field for her, which she cultivated to

herself and made her own support. It was a separate field from that of deponent. She housed her crop to herself. The claimant then lived on the creek Pech-ha la, five miles from Big Black, belonged to Picken's company & Leflore's district, & lived about six miles from Rock port, on the west side. Her land was the first quality of cane land, and the land adjoining was of the same quality. Her nearest neighbor besides witness was Jim Carnes, about a quarter mile off. That the claimant remained on her place, until the period of the second emigration, about two years after the treaty, when the neighbors of claimant all emigrated west with Tom Leflore; that the witness about this time went on a bare hunt on the Yazoo, & was accompanied by claimant, the deponent's mother; the claimant in consequence of being left to herself, being old, & surrounded by white people who were settling around her, said she was afraid to live on her place under these circumstances; she left it and went to Cap. Picken's, and settled on his reserve, where she could be protected, and where she still resides. She said if she could get some one to go & live with her, she would move back to her place, as soon as she got her land. About two years after this last period, as deponent was going on a hunting expedition, he passed by claimant's place, saw a white man in the cabin of deponent, but that claimant's field & cabin were then unoccupied.

The deponent states that he & the claimant went together to Leflore's at the time of the annuity, for the expressed design on her part, as she said before that, to have her name registered for the five years stay. The deponent had had his name registered at Turnbulls. The deponent & claimant camped together at Leflores. That she left the camp & told deponent that she was going to the house to see Ward, to have her name registered. That a short time after deponent followed, & while he was sitting on the fence, saw the claimant in the midst of the crowd in the gallery of the house, as if she was anxious to make her way into the house. That presently the crowd came out of the house & reported that Ward would register no more. That when deponent saw claimant she told him that she had failed to get into the house where Ward was in consequence of the great crowd, & consequently had failed to have her name registered before she was told that Ward would register no more.

The deponent states that the claimant received no part of the annuity, had no blankets or calicoes, or a picayune.

The deponent states that claimant never received any other land under any other article of treaty, nor does he believe that she has sold her land or made any agreement to sell it, or transfered, or agreed to transfer the scrip or compensation which government may give in lieu thereof.

& farther says not.

EA CHUBBEE, his x mark.

Taken before us this 16th Jan'y, 1843.

RALPH GRAVES.
J. F. H. CLAIBORNE.

Ea-ho-ka, a full blood Choctaw woman, being 4 feet 11½ inches, and about 100 years of age, states that at the date of the treaty of Dancing Rabbit Creek she was the Choctaw head of a family; that she then resided on the west side of Big Black, about five miles from it on Pe-chi-ha-la Creek in Leflore's district, on the south bank of said creek; land level and good; used creek water; that she went to the annuity at Leflore's to get her name registered for the five years stay under the 14th article of the treaty; that while endeavoring to see the agent, Ward,

she was informed that he would register no more names; she continued to live upon her improvement for about three years after the treaty, when all her neighbours went west; that being left entirely alone she, for the sake of company, came and settled in the neighbourhood of Capt'n Pickens, where she has resided ever since; she never went west and never, within five years from the ratification of the treaty, made any contract about her land or claim in any way; she did not leave her place willingly or with a view to abandon it, but because all her friends who resided in the neighborhood went west and she was an old, cripled & feeble woman, unable to protect and provide for herself, therefore she moved and settled near her relatives & friends; she received no other grant of land under the treaty, nor claims none.

EA HOKA, her x mark.

Sworn to & subscribed before us, this 16th Jan'y, 1843.

RALPH GRAVES.
J. F. H. CLAIBORNE.

E-a-chubbee.

No. 68.

Tal mah-hoke-ta, dead, represented by her son, Onah-tubbee, a full-blood Choctaw, five feet five inches high, and about 15 years of age, as he says, who states that at the date of the treaty of Dancing Rabbit Creek deceased was the head of a Choctaw family, and had then living with him a child under ten years of age, to wit, the said Onah-tubbee; that deceased then resided on the west side of Yock-a-noo-ka-na River, Leflore's district, two miles from the river; land good, and spring water; had a house and field.

That within six months from the ratification of the treaty she went to the annuity at Leflore's to signify to the agent, Ward, her intention to remain five years and become a citizen of the State and take lands under the 14th article of the treaty; that she went before Ward for this purpose, but Ward refused to register her name, as applicant is informed and believes; that deceased continued to reside on her improvement until she was driven off by a white man named Rogers, when she removed to the neighbourhood of Tah-ha-kah, east of Yock-a-noo-ka-na, where she died three years afterwards; her son, the present applicant, then went to live with his uncle, Himmock-am-bee, about half mile off, where he has lived ever since.

That deceased never went west, but always remained in the ceded country; that neither she nor applicant ever received or claimed land under any other article of the treaty, and never, within five years from the ratification of the treaty, made any contract binding either of them to sell any land, scrip, or other compensation to be awarded by government in satisfaction of their claim under the treaty.

(Signed) ONAH-TUBBEE, his x mark.

Sworn to and subscribed to before us at Hopahka, 18 January, 1843.

RALPH GRAVES.
JOHN F. H. CLAIBORNE.

The deposition of Ta ha kah, a full-blood Choctaw man, taken before the commissioners at Hopahka, to be read in evidence in behalf of claim

of Tal wah hoke ta, now dead (case No. 68), represented by her son, Onah tubbee, now present, the witness, being first sworn, deposes & says:

That he lived, at date of treaty, within two miles of Tal wah hoketa, who was sister to deponent. That she had one child and never had any more. That the young man now present, named Onah-tubbee, was the only child of Tal wah hoke ta, and is now about twenty years old. That the husband of Tal wah hoketa died sometime before the treaty. That Tal-wah hoketa, at date of the treaty, lived with her son & her mother in a house together, as one family. That Shah o ka, the mother of Tal wah hoke ta, died about three years ago, and is a claimant. That deponent was their nearest neighbor. That the old lady, Sha hoka, was the first settler of the place. That her daughter, Talwahhoketa, after her marriage, continued to live with her mother, as also her husband, until he died, when the daughter continued to live with her mother until she died, which was about six years before Sha ho ka died. That Tal wah hoketa then lived about three miles west of the Yockanookeny, five miles from Koskiusco; belonged to Capt. Was hock she ho ma's company & Leflore's district. Her land was level & rich, & surrounded by a body of fine land; used branch water. That Tal wah hoketa, her mother, being very much annoyed by the whites, who were anxious to get possession of their land, & urged by a man named Rodgers, who seemed to hold some public office, to have their place, representing that he had bought it, the deponent, in order to get rid of their annoyances, & fearing Rodgers, who was an officer, might involve them in some difficulty, advised them to leave their place. That about three years after the treaty they did leave their place, on account of the above reasons. That Rodgers did not take possession of the place upon their leaving it, but another white man, named Budges, or Buchet, or Beguet, who still resides there, and has now a large plantation. That Rodgers afterwards, as this deponent has understood, run off. That Tal wah hoketa & her mother then moved about two miles down the river, and lived with their brother & son, named Onah tone tubbee, where they continued until their death. That Onah tubbee, the young man, now present, after the death of mother & grandmother, then went to live with his uncle, Him mock am bee, with whom he still lives. That Tal-wah hok e ta was at Leflore's at the time of the annuity; went in company with witness, & went there for the purpose of having the name of her mother, Sha-ho-ka, registered as the head of a family, & not the name of herself, she not being the head of the family. That this deponent heard Sha ho ka, who was very old & could not conveniently go to Leflore's herself, tell her daughter, Tal wah hoketa, to go there and have her, the mother's, and family's name registered for the five years' stay. That deponent saw Tal wah hoketa in the gallery of the house at Leflore's, as if trying to get thro the crowd to see Ward, & the deponent supposes for the purpose of attending to the business for which she was sent there, and that she remained in the crowd until it was reported that Ward would register no more. She afterwards told deponent that she had failed to see Ward, in consequence of the crowd, & this report. That she received no part of the annuity, as she & witness left before it was paid out. That Tal wah hoketa or mother never received any other land under any other article of treaty. Nor had either of them, in their lifetime, ever sold their land any one entitled thereto since, or the scrip or compensation which government may give in lieu thereof. Upon being questioned, the deponent states that the grandmother, Sha ho ka,

had adopted On ah tubbee in her family from his birth, & that he lived with her up to the time of her death.

& further says not.

TA HA KAH, his x mark.

Taken before us, this 18th Jan'y, 1843.

RALPH GRAVES.
J. F. H. CLAIBORNE.

Tal wah hoke ta (dead), represented by her son, Ona tubbee, a full-blood Choctaw, 5 feet & 5 inches high, & about 15 years of age, or upwards, as he says, who states that at the date of the treaty of Dancing Rabbitt Creek, dec'd was the Choctaw head of a family, & had then living with her one child under 10 ys. of age, to wit, the said Onah tubbee, present.

That dc'd then resided on the west side of Yokenookana in Leflore's dist., 2 miles from the river; land good; used spring water. Had house & field.

That within six months from the ratification of the treaty she went to the annuity at Leflore's to signify to the agent Ward her intention to remain five years, become a citizen of the State & take lands under the 14th article of the treaty. That she went before Ward for this purpose, but Ward refused to register her name, as applicant is informed & believes.

That dc'd continued to reside on her improvement until she was driven off by a white man named Rogers, when she removed to the neighborhood of Tal ho koh, east of Yockenookana, where she died about three years afterward. Her son, the applicant, then went to live with his uncle Him mook ambee, about ½ mile off, where he has been ever since.

That dc'd never went west, but always remained in the ceded country. That neither he nor applicant ever rec'd or claimed land under any other article of the treaty, & never within five years from the ratification of the treaty made any contract binding either of them to sell any lands, scrip, or other compensation to be awarded by govt. in ratification of their claim under the treaty.

ONAH TUBBEE, her x mark.

Sworn to & subscribed before us, this 18th Jan'y, 1843.

RALPH GRAVES.
J. F. H. CLAIBORNE.

No. 80.

Vicey, a full-blood Choctaw, four feet and 10½ inches high, and 30 years of age, states that at the date of the treaty of Dancing Rabbit Creek she was the Choctaw head of a family, and had living with her one child under ten years of age, to wit, Tahn te mah (present).

That she then resided a half mile west of Bogue Faliah Creek, and miles east of Big Black, in Laflore's district; land good, used spring water, had an improvement of a house and a field.

That within six months after the ratification of the treaty, she went to the agency to signify to the agent Ward her intention to remain, become a citizen of the State, and take lands under the 14th article of the treaty. That she went to Ward's house for this purpose, and Ward duly registered the name of herself and her child.

That she has remained on her improvement ever since the treaty, and

resides there now. That she has never received or claimed any other grant of land, and never within five years from the ratification of the treaty made a contract which she considers binding for the sale of any land, scrip, or other compensation to be awarded by government in satisfaction of her claims under the treaty.

VICEY, her x mark.

Sworn to & subscribed before us, at Hopahka, 24th Jan., 1843.

JOHN F. H. CLAIBORNE.
RALPH GRAVES.

The deposition of Pierre Durant, part French blood & half Choctaw, taken before the commissioners at Hopahka, to be read as evidence in behalf of claim of Vice (case No. 80); the said deponent, being first sworn, deposes & says:

That claimant's name is Vice, & is third or fourth cousin to deponent. The deponent lived at date of treaty eight miles from claimant. She was then a widow, her husband, named Pahcha, being then dead; she had then one child named Tahn te mah, a young woman, now present, & pointed out, who was then about eight years old; the husband was a full-blood Choctaw man, & the claimant being half-blood Choctaw, her father being a white man.

The claimant at date of treaty lived in the house of Louie Durant, the father of deponent, and lived there some four years before the treaty. The claimant's mother married the father of deponent, hence the claimant went there to live; they all lived together as one family, ate together, & deponent's father supported the claimant; the claimant also worked but in Durant's field; Loue Durant treated & considered claimant as a child. The claimant washed & did work about the house in consideration of her board & support. To the question if Louie Durant had died soon after the treaty whether or not the claimant would have obtained any part of his property as a member or part of his own family, the deponent answered that he supposed she would have obtained her part of his property, which would have been an equal share with his own children.

The deponent's father, Louie Durant, was never registered by Ward, he being specially provided for by the treaty, and he obtained his land on which he lived at date of treaty under the provisions of the treaty.

Louie Durant, at date of treaty, lived on Bogue Pha le ah, now in Attala County, & about fourteen miles from Koskiusco, and about three and half miles from Big Black.

The deponent states that about two months after the ratification of the treaty, some time in the summer, that the claimant, this deponent, three Indians named Ne tuckin ja, Jimme, Razees, & two white men, viz.: Bill Taylor & Leroy P. Greggs, all went to the agency together & there saw Ward & told him that they came to have their names registered for the five years' stay. Ward answered that it was their right, as the treaty so provided; that he then brought out & registered the whole of them, registering the claimant & her child, & then read from his book their names, showing that he had registered them correctly; that Ne luck on ja is now dead; that Jemme or Junne Carnes went west, & is supposed to be still living there; that Razees, the brother of deponent, is still living in this country; that the two white men, Bill Taylor & Leroy P. Greggs, went west, & are supposed to be still living there.

That the claimant has never been west, but has always remained a citizen of the Choctaw country ceded to the United States.

The claimant still resides with Louie Durant, who lives on the same land which he did at date of treaty.

The claimant never received any part of the annuity, nor did she ever apply for or receive any land under any other article of treaty; nor has she sold her land so far as this deponent believes, or the scrip or compensation, either directly or indirectly, which government may give in lieu thereof.

Q. by Col. Forrester, the claimant's attorney. Did not Louie Durant have a double house, & did not the claimant live in one end to herself?

Answer. That she & her child did live and live alone in one end of the house.

Question by do. Did she or did she not cultivate her potatoes & goba peas to herself, & did she or did she not house them to herself?

Answer. She cultivated her potatoes & peas to herself, & kept them in the house where she resided.

Question by do. Why did claimant go & have her name registered?

Answer. Because she was anxious to obtain land & to remain in the country.

Question by do. Why was she considered a head of a family?

Answer. That claimant observed to deponent before they went to the agency that she was anxious to obtain land, & that unless she was registered as the head of a family she could not obtain land; the deponent told her it was then right for her to be registered as the head of a family.

Question by Com. Claiborne. Did she all along claim to be the head of a family during her residence with Louie Durant, & why did she go there to live?

Answer. She all along claimed to be the head of a family during her residence with Louie Durant, and went there to live after the death of her husband, to claim the protection of her mother.

& farther says not.

PIERRE DURANT, his x mark.

Taken before us this 24th Jan'y, 1843.

RALPH GRAVES.
J. F. H. CLAIBORNE.

No. 90.

Lucy, mixed-blood Choctaw, 5 feet & 4¾ inches high and about years of age, states that at the date of the treaty of Dancing Rabbit Creek she was the head of a Choctaw family and had then living with her three children under 10 y's of age, to wit:

1. Tennessee, present.
2. Jimmy, absent.
3. Peter, absent.

That she then resided on the north side of Chook fe showah Creek, five miles west of Tombigbee River; had a house and field; land first rate, and lake water.

That she attended the annuity at the factory, within six months after the ratification of the treaty, & had her name and the names of her children taken down by the dep. agent, Geo. S. Gaines, in presence of the agent, Ward, as registered for the five years' stay under the 14 art. of the treaty. She has since learned & believes that the register containing their names was destroyed. She remained on her improvement for about 4 years after the treaty, when she was driven off by a white man named Ramsey, when she removed with her family & settled near Jones's Bluff, about ½ mile from the Tombigbee River, where she has

lived ever since. That she never went west & never claimed or received any land under any other article of the treaty, and never, within five years from the ratification of the treaty, made any contract which she considers binding for the sale of any land, scrip, or other compensation to be awarded by gov't in satisfaction of her claim under the treaty.

Claimant hereby relinquishes her claim to the government (provided her claim has been sold by the government) upon condition the government will give her an equal amount of scrip under the late act of Congress for the settlement of these claims.

LUCY, her x mark.

Sworn to & subscribed before us at Hopahka, 26th Jan., 1843.

J. F. H. CLAIBORNE.
RALPH GRAVES.

The deposition of Jim Tom, half-breed, taken this 13th day of May, 1843, before the Choctaw commissioners, to be read as evidence in the case of Lucy, case No. 90; the said deponent, being first sworn, says:

That claimant, Lucy, had three children at the date of treaty of Dancing Rabbit Creek, viz:

1. Tennessee, girl, now at home, and before the present com'rs on January last.
2. Jimmie, now present and identified.
3. Peter, pretty black & hair kinky, now present, & identified; all these children were under ten years of age at date of treaty.

& farther, the deponent saith not.

JIM TOM, his x mark.

Taken & sworn to before us this 13th May, 1843.

RALPH GRAVES.
J. F. H. CLAIBORNE.

No. 104.

To nah ho yo, being five feet two ¾ inches high, and about seven years of age, is at least fifty, states that she is a full-blood Choctaw, and that at the date of the treaty of Dancing Rabbit Creek was the Choctaw head of a family, and had then living with her two children over ten years of age, to wit:

1. E ah tubbee, present.
2. Hap pa lah ho na, present.

That she lived in Leflor's district, on the west bank of Hit to kah chah nock a bee Creek, 3 miles east of Ken tonk ka Creek; had an improvement, a house and a field; bottom land; used spring water; continues to reside on her said improvement; never went west, but has always remained in the country ceded.

Within six months from the ratification of the treaty she signified her intention to Ward, the agent, to remain, become a citizen of the State, and take lands under the 14th article of the treaty. Ward refused to register her name. That she never received or claimed land under any other clause of the treaty; never within five years from the ratification of the treaty made a contract which she considers binding, for the sale of any land, scrip, or other compensation to be awarded by gov't in satisfaction of her claim under the treaty.

TO NAH HO YO, her x mark.

Sworn to & subscribed in presence of us at Hopahka, Jan'y 28th, 1843.

RALPH GRAVES.
J. F. H. CLAIBORNE.

No. 211.

Halah, or Stim a-hal ubbee, gone west, represented by his daughter, Pissah hotemah, present, by her next friend Wah-ke-ah, who states that at the date of the treaty of Dancing Rabbit Creek, her father was the Choctaw head of a family, & had then living with him 4 children *living with him*, to wit:

1. Willis, gone west.
2. Allen, gone west.
3. Pissah cha tubbee, gone west.
4. Pissah hotemah, present, the only one claimed for.

That he then lived ¼ mile west of Yockenoohana, near the Robinson road, in Leflore's district; land good; had branch water; where he continued to live until his wife died, which happened 2 yr's after treaty, & one year thereafter, when he & his then oldest children emigrated west, leaving his fourth child, the said Pissahhotemah, with her uncle Hahnubbee, with whom she has lived ever since. The said Pissahhotemah never went west, but always remained in the ceded country.

That within 6 mo's after the ratification of the treaty the said Halah went to the annuity at Leflore's to signify to the agent, Ward, his intention to remain, become a citizen of the State, & take lands under the 14th article of the treaty; that he went before Ward for this purpose, but Ward refused to register his name.

That he never rec'd any other grant of land, and never within five years from the ratification of the treaty made any contract he considered binding for the sale of any land, scrip, or other compensation to be awarded by government in satisfaction of his claim under the treaty.

WAH-KE-AH, her x mark.

Sworn to & sub. before us at Hopahka, this 25th Feb., 1843.

J. F. H. CLAIBORNE.
RALPH GRAVES.

Pierre Durant.

No. 449.

Claim of Tik-bah-ah-o-ka, a Choctaw, and the head of a Choctaw family, at the date of the treaty of Dancing Rabbit Creek, claims for herself under the 14th article of said one section of land embracing her then improvement, or a part thereof, which section is designated in the deposition of James Castles, of Newton County, taken before W. L. Clearman, esq., on the 24th day of May, 1843; she also claims lands for her following child living with her at time of treaty, & unmarried, to wit: 1. Chah-le, then under 10 y's of age.

TIK-BAH-AH-O KA, her x mark.

THE STATE OF MISSISSIPPI,
Newton County:

Personally appeared before me, James Castles, a justice of the peace in said county, Tik-bah-ah-o-ka, who, being duly sworn, says that the

facts stated in the above application are true to the best of her knowledge, information, and belief.

Sworn to and subscribed before me this 24th day of May, 1843.

JAMES CASTLES, *J. P.* [SEAL.]

Tik-bah-ah-ho-ka, being 4 feet 11½ inches high, about 32 years of age, states that she is a full-blood Choctaw, and at the date of the treaty of Dancing Rabbit Creek was the head of a Choctaw family. She then had living with her one child, viz:

1. Chah-le, then under 10 years of age.

She then resided in Leflore's district, now Newton County, on Tallehatta Creek, where she had an improvement, on which she lived between five & six years, when she was dispossessed by a white man named Luckey.

Within six months after ratification she signified to Ward, the agent through Capt. Bob and his three associates, her intention to remain and take the five years' stay. For particulars refer to the general deposition of Capt. Bob, taken before the board 12th inst.

She never received any grant of land under any other article of the treaty, and never within five years after ratification made any contract for the sale of her claim, or for any scrip in lieu of land.

TIK-BAH-AH-HO KA, her x mark.

Sworn to & subscribed before us this 16th day of July, 1844.

GEO. S. GAINES,
S. RUSH,
Com'rs.

E-lah-tam-be.

Tik-bah-ah-ho-ka.—Case No. 449.

E-lah-tam-be, a witness produced on the part of the claimant, being duly sworn and examined, testifies as follows: That *that* he is about forty-five years of age, and is no relation to the claimant. At the time of the treaty of Dancing Rabbit Creek, which was nearly fourten years ago, he lived about a quarter of a mile from her, and was well acquainted with her & her family; claimant was then a Choctaw head of a family, and had living with her one child, name Chahle, then under ten years of age, present. She then had a house & field on Tallehattah Creek, in Leflore's district, now Newton County; her nearest neighbor was Co-a ho-mah. Claimant never went west, but has always remained in the ceded territory, and continued on the same place she occupied at the treaty for upwards of five years, when she was dispossessed by a white man name Luckey. He saw claimant at the council on Chunka Creek, held a little before the middle of the summer next after the treaty, when all the Chunkas met for the purpose of making arrangements to *to* get their names registered for the five years' stay. He is confident that she sent her name to Ward, the agent, for registration by Capt. Bob & his three associates. Claimant took no part of the annuity of that year; obtained no grant of land under any other article of the treaty, and made no contract within five years after ratification for the sale of her land, or claim, or any scrip in lue of land, to his knowledge. He knows of no Choctaw that moved west, has returned, & now claims land.

Cross-examined by the agent of the board:

Claimant was married before the treaty. She & her husband lived together at the date of the treaty. Think her husband is here somewhere. Witness corrects his testimony & explains. That he thinks the man she had married before the treaty left her & went off, and the man she since married is here on the hill somewhere—and she claims for herself and child, as the head of the family. He (her first husband) left her about two years after the treaty; did not go west; is somewhere in this country; his name is Lah-pa-kah; he went down to the Coonsha, where he staid a while and came back among the Chunka settlements, and he supposes he will be here. He had forgotten about the woman's first husband being off when he made the statement that she was the head of the family.

E-LAH-TAM-BEE, his x mark.

Sworn to and subscribed before us this 16th day of July, 1844.

GEO. S. GAINES,
S. RUSH,
Com's.

Kon e-toon-tubbe, a witness produced and duly sworn on the part of the claimant in the above case, testifies as follows: He knows the claimants, and knew her at the date of the treaty of Dancing Rabbit Creek. She was then married to Lah-pa-kah, and lived with him; he had two wives then; he spent a portion of his time with his other wife; the claimant had a house & field of her own at that time.

Cross-examined by the agent of the board:

Lah-pa-kah lived with this claimant most of his time before the treaty, and left her about two years after the treaty he still lives with his other wife. Her husband had no house of his own. He was considered the head of the family of this wife.

Redirect examination:

Her husband built the house where the claimant lived, and also the house where his other wife lived. This woman, the claimant, was his first and oldest wife, and he spent most of his time with her. About three years before the treaty he married his other wife, and had no children by her at the date of the treaty.

Further cross-examination by the board:

The claiman'ts child was born before the treaty, but was very small indeed.

KON-E-TOON-TUBBE, his x mark.

Sworn to and subscribed before us this 16th day of July, 1844.

GEO. S. GAINES,
S. RUSH,
Com's.

PETITIONS AND EVIDENCE.—ABSTRACT F. REJECTED CLAIMS.

THE STATE OF MISSISSIPPI,
Neshoba County:

Before me, William Herbert, an acting justice of the peace in and for the county of Neshoba, and the State of Mississippi, came this day Ha le-tubbee, a Choctaw citizen, of Newton County, being first carefully examined as to his knowledge of the obligation of an oath, and then duly sworn to testify the truth, deposes as follows, to wit:

He declares that Me-he-be-cubbe, deceased (he being the next kin), was a full-blood Choctaw, and at the date of the treaty of Dancing Rabbit Creek was the head of a Choctaw family; he then had living with him the following unmarried child, to wit:

1. Com-pa-lubbee, male, then under ten years of age, absent.

He then lived on Bogue fah li ah Creek, Nitak a che's district, now Newton County, where he had a house and field, where he lived untill his death, which occurred about four years after the treaty; his wife and child continued to live on the same place upward of a year, when his wife died; then the child, being left alone, went to Koon shac fa la le, about twenty five miles off, to live, where he still lives. Bah-fun-ka was his nearest neighbor.

Within six after the ratification, he attended a council at Chunka Creek, where all the Chunka people met for the purpose of making arrangements to get their names registered for the five years' stay. He there engaged Ok-lah-lah-tubbee, one of the men appointed by the council in connection with Captain Bob, to carry up his name, the age of his child, to Ward, the agent, to signify his intention to stay, take land, and become a citizen. He never moved west, nor left the ceeded territory; he never received any grant of land under any other article of the treaty, and never, within five years after ratification, made any contract for the sale of his land, claim, or scrip. Knows of no Choctaw who moved west, returned, and now claims land.

HA LE TUBBEE, his x mark.

Sworn to and subscribed before me, at Ok-e-ho-lo, April 24th, A. D. 1845.

WILLIAM HERBERT, *J. P.*

No. 1.

THE STATE OF MISSISSIPPI,
Neshoba County:

Before me, William Herbert, an acting justice of the peace in and for the county of Neshoba and State of Mississippi, came this day Tah-hah-be, a citizen of Newton County, a witness produced on the part of the claimant, Me-he-lee-cubbee, dec'd, who being first examined as to his knowledge of the obligations of an oath, and then duly sworn, testifies as follows: That he is about thirty-five years of age, and is not related to the claimant to his knowledge; that, at the date of the treaty of Dancing Rabbit Creek, he lived about one mile and a half from him, and was well acquainted with him and his family. He then had living with him a wife named E-lah tim ah, and the following unmarried child, to wit: Cam-pa lubbee, male, then under ten years of age, absent.

He then lived on Bogue Fah liah Creek, Nitak ache's district, now Newton County, where he had a house and field; where he lived untill his death, which occurred *ocured* about four years after the treaty; his wife and child continued to live on the same place for the upwards of one year af'wards, when his wife died; then the child, Com-pa-lubbee, being left alone, went to Koon-shac fa la le to live, where he has lived ever since; which is about twenty-five miles from the old place. Bah-funk-ah was his nearest neighbor.

Within six months after the *the* ratification, deponent saw the claimant at the council of Chunka Creek, where the Chunka people met for the purpose of making arrangements to get their names registered for the five years' stay; deponent was there informed by Ok-lah-tubbee, that claimant had engaged him to carry his name, the age of his child, to Ward, the agent, to signify his intention to stay, take land, and become a citizen.

We never moved west, nor left the ceeded territory; he never received any grant of land under any other article of the treaty, and never within five years after the ratification made any contract for the sale of his land, claim, or scrip to his knowledge. Knows no Choctaw who removed west, returned, and is now claiming land.

TAH HAH BE, his x mark.

Sworn to and subscribed before me, at Ok e ho-lo April 24th, A. D. 1845.

WILLIAM HERBERT, *J. P.*

STATE OF MISSISSIPPI,
Neshoba County:

Before me, William Herbert, an acting justice of the peace in and for the county of Neshoba, and the State of Mississippi, came this day E-tah-mi-ah, a Choctaw citizen of Newton County and a claimant under the 14th article of the treaty of Dancing Rabbit Creek, of 1830, being first carefully examined as to her knowledge of the obligation of an oath, and then duly sworn to testify the truth, deposeth as follows, to wit:

She declares that she is a full-blood Choctaw, and at the date of the treaty of Dancing Rabbit Creek was the head of a Choctaw family; she then had living with her the following unmarried children, to wit:

1st. Hi-o-pah-nubbe, then under ten years of age, present.

2d. Yum-mo-nubbe, under ten years of age, present.

She then resided on Fokit-le pah le Creek, Leflore's district, now Newton County, where she had a house and field, where she has continued ever since to live. Ho tam be was her near neighbor.

Within six months after the ratification, she attended a council at Chunka Creek, where all the Chunka people met for the purpose of making arrangements to get their registered for the five years' stay; she there engaged E-ah-to-chubbe to carry her name, the ages, and number of her children up to Ward, the agent, to signify her intention to take the five years' stay. She never moved west, nor left the ceeded territory. She never received any grant of land under any other article of the treaty, and never, within five years after ratification, made contract for the sale of her land, claim, or scrip.

E-TAH MI AH, her x mark.

Sworn to and subscribed before me, at Ok-e-ho-lo, Ap'l 24th, 1845.

WILLIAM HERBERT, *J. P.*

No. 2.

THE STATE OF MISSISSIPPI,
Neshoba County:

Before me, William Herbert, an acting justice of the peace in and for the county of Neshoba, and State of Mississippi, came this day Oan ah che ah tubbe, and a citizen of Newton County, a witness produced on the part of the claimant, E tah mi ah, who, being first examined as to his knowledge of the obligation of an oath, and then duly sworn, testifies as follows: That he is about thirty-three years of age, and is not related to the claimant to his knowledge; that at the date of the treaty of Dancing Rabbit Creek he lived about six miles from her, and was well acquainted with her and her family; she then had living with her the following unmarried children, to wit: 1st, Hi-o-pah-nubbe, then under ten years of age, present (points him out); the 2d, Yum-mo-nubbe, then under ten years of age, present (points him out). She then resided on Fo kit le pah le, Leflore's district, now Newton County, where she had a house and field, where she then lived and has continued ever since to live. Ho tambe was her nearest neighbor.

Within six months after the ratification deponent saw claimant at the council of Chunka Creek, where all the Chunka people met for the purpose of making arrangement to have names registered five years' stay; there deponent was informed by E-ah-to-chubbe that claimant had engaged him to carry her name, the ages, and number of her children up to Ward, the agent, to signify her intention to take land and become a citizen. E ah to chubbe was one of the men selected by the people in council to accompany Captain Bob to carry up the names of the Chunka people to Ward, the agent. Claimant never moved west, nor left the ceeded territory; never received any grant of land under any other article of the treaty, and never, within five years after the ratification, made any contract for the sale of her land, claim, or scrip to his knowledge; knows no Choctaw who removed west, returned, and is now claiming land.

OAN AH CHE AH TUBBE, his x mark.

Sworn to and subscribed before me, at Ok-e-ho-lo, April the 24th, 1845.
WILLIAM HERBERT, *J. P.*

No. 3.

THE STATE OF MISSISSIPPI,
Neshoba County:

Before me, William Herbert, an acting justice of the peace in and for the county of Neshoba and State of Mississippi, came this day Ok ish-to nah, about twenty-eight years of age, being first carefully examined as to her knowledge of the obligation of an oath, and then duly sworn to testify the truth, deposeth as follows, to wit: She declares that E-lah-po-nah, deceased (her mother), was a full-blood Choctaw, and at the date of the treaty of Dancing Rabbit Creek was the head of a Choctaw family; she then had living with her one child—

1. Ok-ish-to-nah, female, then over ten years of age; present.

She then resided on Tulla hattah Creek, Netakache's district, now Newton County, where she had a house and field, where she lived until

her death, which occurred about six years after the treaty; her daughter, Ok ish to nah, then move to Fokit le pahle, where she has ever since lived. Ah-le-ho-ka was her nearest neighbor.

Within six months after ratification she attended the council of Chunka Creek, where the Chunka people met for the purpose of making arrangement to get their names registered for the five years' stay; she then engaged Pis ah ha chubbe to carry her name, and the age of her child, up to Ward, the agent, to signify her intention to stay, take land, and become a citizen. She never went west, nor left the ceded territory; never received any grant of land under any other article of the treaty, never received any part of the annuity the year she signified her intention to remain and take land, and never, within five years after ratification, made any contract for the sale of her land, claim, or scrip. Knows of no Cboctaw who moved west, returned, and now claims land.

OK-ISH-TO-NAH, her x mark.

Sworn to and subscribed before me this 28th day of April, A. D. 1845

WILLIAM HERBERT, *J. P.*

THE STATE OF MISSISSIPPI,
Neshoba County:

Before me, William Herbert, an acting justice of the peace in and for the county of Newton and State of Mississippi, came this day Oan ah-che ah hah tubbe, a citizen of Newton County, a witness produced on the part of the claimant, E lah po nah, deceased, who, being first carefully examined as to his knowledge of the obligation of an oath, and then duly sworn to testify the truth, states as follows: That he is about thirty-three years of age, and is not related to the claimant to his knowledge; that at the date treaty of Dancing Rabbit Creek he lived within one-six miles from him, and was well acquainted with her and her family; she then had living with her one child, to wit:

1. Ok ish to nah, female, present; then over ten years of age.

She then resided on Tully hahtah Creek, Nitakache's district, now Newton County, where she had a house and field, where she lived until her death, which occurred about six years after the treaty; then her daughter, Ok ish tonah, moved to Fokit le pah le, where she has ever since lived. Ah-le-ho-ka was her nearest neighbor.

Within six months after ratification he saw claimant at the council of Chunka Creek, where all the Chunka people gathered to make arrangement to get their names registered for the five years' stay; Pis ah ha-chubbe, after the council, in nameing the person who had engaged him to carry up their names, in connection with Capt. Bob, to Ward, the *the* agent, named the claimant among the rest, and he has no doubt her name was carried up with the rest of the names of the Chunka people. She never went west, nor left the ceded territory; never received any grant of land under any other article of the treaty; never received any part of the annuity the year she signified her intention to remain and take land, and never, within five years after ratification, made any contract for the sale of her land, claim, or scrip, to the knowledge of the deponent. Knows of no children who went west, returned, and is now claiming land.

OON AH CHE HA TUBBE, his x mark.

Sworn to and subscribed before me this 25th day of April, A. D. 1845.

WILLIAM HERBERT, *J. P.*

No. 4.

THE STATE OF MISSISSIPPI,
Neshoba County:

Before me, William Herbert, an acting justice in and for the county of Neshoba and State of Mississippi, came this day Ok lah mah ho nah, being first carefully examined as to her knowledge of the obligation of an oath, and then duly sworn to testify the truth, deposes as follows, to wit: She declares that Tik bah tubbe, deceased, was a full-blood Choctaw, and at the date of the treaty of Dancing Rabbit Creek was the head of a Choctaw family; he then had living with him a wife named Ty-ye, and the following unmarried children, to wit:

1. Ishe take un ah, female, then over 10 years of age, absent, off at work.

He then lived on Chunka Creek, Leflore's district, now Newton County, where he had a house and field, on which he lived for about eight years after the treaty; his near neighbors were dispossessed by white men about two years before; he continued to live neighbor to those white men two years after his Choctaw neighbors moved off, but the whites got too hard for him, and he moved to Fokit le pahle, where he lived until his death, which occurred about two years ago. Ele ho yubbe was his nearest neighbor.

Within six months after the ratification, he attended the council of Chunka Creek, where all the Chunka people met for the purpose of making arrangements to get their names registered for the five years' stay. He there engaged Captain Bob to carry his name and the age of his child up to Ward, the agent, to signify his intention to stay, take land, and become a citizen. He never moved west, nor left the ceeded territory; never received any grant of land under any other article of the treaty; never received any part of the anuity the year he signified his intention to remain and take land; and never, within five years after the ratification, made any contract for the sale of his land, claim, or scrip to the knowledge of the declarant. Knows of no Choctaw who went west, returned, and is now claiming land.

OK LAH MAH HO NAH, her x mark.

Sworn to and subscribed before me this 25th day of April, A. D., 1845.

WILLIAM HERBERT, *J. P.*

THE STATE OF MISSISSIPPI,
Neshoba County:

Before me, William Herbert, an acting justice of the peace in and for the county of Neshoba and State of Mississippi, came this day Oonah che ah hah tubbe, a citizen of Newton County, a witness on the part of the claimant, Tik bah tubbe, deceased, who, being first carefully examined as to his knowledge of the obligation of an oath, and then duly sworn to testify the truth, states as follows: That he is about thirty-three years of age, and is not related to the claimant to his knowledge; that at the date of the treaty of Dancing Rabbit Creek he lived about one-half mile from him, and was well acquainted with him and his family. He then had a wife named Ty ye, since dead, and the following unmarried child, to wit:

1. Ishe tahe un ah (female), over ten years of age.

He then lived on Chonka Creek, Leflore's district, now Newton County, where he had a house and field, where he lived about eight years after

the treaty, when he moved to Fo kit le pah le, where he lived until his death, which occurred about two years ago. E le ho yubbe was his nearest neighbor.

Within six months after ratification, deponant saw the claimant at the council of Chunka Creek, where the Chunka people met to make arrangement to get their names registered for the five years' stay. Deponent was present when claimant engaged Captain Bob to carry his name and the age of his child up to Ward, the agent, to signify his intention to stay, take land, and become a citizen. He never moved west, nor left the ceeded territory; never received any grant of land under any other article of the treaty; never received any part of the annuity the year he signified his intention to remain and become a citizen; never, within five years after ratification, made any contract for the sale of his land, claim, or scrip. Knows no Choctaw who removed west, returned, and is now claiming land.

OON AH CHE AH TUBBE, his x mark.

Sworn to and subscribed before me this 25th day of April, A. D., 1845.

WILLIAM HERBERT, *J. P.*

No. 7.

THE STATE OF MISSISSIPPI,
Neshoba County:

Before me, William Herbert, an acting justice of the peace in and for the county of Neshoba and State of Mississippi, came this day Eleno-ah-chubbee, a Choctaw citizen of Newton County, a witness produced on the part of Noke-nambe, a claimant under the 14th article of the treaty of Dancing Rabbit Creek, being carefully examined as to his knowledge of the obligation of an oath, and then duly sworn to testify the truth, states as follows: That at the date of the treaty of Dancing Rabbit Creek he lived about two miles from claimant and was well acquainted with him and his family. He then had living with him a wife named Ok-ash-ah-ho-nah, who is now sick at home and unable to attend, and the following unmarried children:

1. Can-e-o-tim-ah (female), then under ten years of age.
2. Sah-me-ah-hon-ah (female), then under 10 years of age, both present.

He then lived on Bogue-fah-hah Creek, Nitakache district, now Newton County, where he had a house and field, and there lived until he died, which occured about six years after the treaty; his wife & children then moved to Foket-lepah-le, where they have lived ever since. Ah-le-hanah was the nearest neighbor.

Claimant attended a council on Chunk Creek, held in the early part of the summer next after the treaty, where all the Chunka people met for the purpose of making arrangement to send their names up to Ward, the agent, to be registered for the five years' stay. Captain Bob and three others were appointed to take their names up to Ward, and has no doubt claimant's name was taken with the rest. He received no annuity the year he signified his intention to remain and take land; never left the ceded country nor went west; never within five years after the ratification made any contract for the sale of his land claim or scrip to his knowledge; knows of no Choctaw who went

west, returned, and now claims land; knows of no Choctaw who have moved west, returned, and now claims land.

E LE NO AH CHUBBEE, his x mark.

Sworn to and subscribed before me at Ok-e-ho-lo, April 29th, A. D. 1845.

WILLIAM HERBERT, *J. P.*

THE STATE OF MISSISSIPPI,
Neshoba County:

Before me, William Herbert, an acting justice of the peace, came this day Cun-e-o-tim-ah, child and heir of Nok-e-nambe, deceased, a claimant under the 14th article of the treaty of Dancing Rabbit Creek, and after being carefully examined as to her knowledge of the obligation of an oath, states that Nock-e-nambe was a full-blood Choctaw and the head of a Choctaw family; had living with him a wife named Ok-ash-ah-hon-ah sick at home, and the following unmarried children, to wit:

1. Cun-e-o-tim-ah (female), under 10 years of age, present.
2. Lah me ah hon ah (female), under 10 years of age, present.

He then lived on Bogue-fah-li-ah Creek, Nitok-a-che's district, now Newton County, where he had a house and field on which she lived about six years; when he died his widow and children then moved to Fokit-le-pa-le, near their relatives, where they have ever since lived. Ah-le-hamah was their nearest neighbor.

Within six months after the ratification, he attended a council at Chunka Creek, where all the Chunka people met for the purpose of making arrangement to get their names registered for a five years' stay. He there engaged Ok-lah-tubbee to carry up his name, and the number and ages of his children, to Ward, the agent, to signify his intention to remain, take land, and become a citizen. He never moved west, nor left the ceded territory; never received any part of the annuity the year he signified his intention to remain and take land; never received any grant of land under any other article of the treaty; and never within five years after ratification made any contract for the sale of his land, claim, or scrip, to her knowledge. Knows of no Choctaw who moved west, returned, and now claims land.

CUN-E-O-TIM-AH, her x mark.

Sworn to and subscribed before me at Ok-e-ho-lo, April 29th, A. D. 1845.

WILLIAM HERBERT, *J. P.*

No. 5.

THE STATE OF MISSISSIPPI,
Neshoba County:

Before me, William Herbert, an acting justice of the peace in and for the county of Neshoba and State of Mississippi, came this day Mehah, a Choctaw citizen of Neshoba County, a witness produced on the part of Ish ta cubbee, a claimant under the 14th article of the treaty of Dancing Rabbit Creek, after being carefully examined as to his knowledge of the obligation of an oath, and then duly sworn to testify the truth, states as follows: That he is about thirty-four years of age, and is not related to the claimant to his knowledge; that at the date of the

treaty of Dancing Rabbit Creek he lived about three Choctaw miles from him, and was well acquainted with him and his family; he then had a wife named Ah miah, since dec'd, and the following unmarried children, to wit:

1. Hah lecha (male, present), then over ten years of age.
2. Hoyo-tubbe (male), then over 10 years of age, since dead; no issue.
3. Ish tubbe hatlah (male), under 10 years of age, since dead; no issue.
4. Me mah tam be (male), under 10 years of age, since dead; no issue.

He then resided on Tahlashah Creek, Leflore's district, now Newton County, where he had an improvement, that is, a house and field, in which he lived between five and six years; his wife died; he then married another woman, with whom he went to live, leaving his children in possession of his place, where they lived about seven years after the treaty, when they were dispossessed by a white man, by the name of Wiggington; three of the children have since died; Hah lecha, the surviving member of the family, moved about two miles off, where he continues to live. Munt tubbe was his nearest neighbor.

Within six months after ratification deponent saw the claimant over at the anuity at Ben Leflore's, next summer after the treaty, where Ward, the agent, then was, where he offered to signify his intention to remain and take the five years' stay. He also attended the council at We ah tah cahle, where the Moglushah people met for the purpose of making arrangements for going over to the anuity at Leflore's, to register for the five years' stay; he then engaged Elah pish noah (deponent's father) to assist him in getting his name registered, but failed in being able to do so, in consequence of Ward's refusing to permit names to be registered for that purpose. Claimant never received any grant of land under any other article of the treaty; never within five years after ratification make any contract for the sale of his land, claim or scrip; never received any part of the annuity the year he signified his intentions to remain and take land, to the knowledge of the deponent; knows of no Choctaw who removed west and returned and now claims land.

ME-HAH, his x mark.

Sworn to and subscribed before me, at Ok-e-ho-lo, April 26th, 1845.
WILLIAM HERBERT, *J. P.*

THE STATE OF MISSISSIPPI,
Neshoba County:

Before me, William Herbert, an acting justice of the peace in and for the county of Neshoba and the State of Mississippi, came this day Hah-lecha, son and legal representative of Ish-ta-cubbe; after being carefully examined as to his knowledge of the obligation of an oath, and then duly sworn to testify the truth, states as follows: He declares that Ish ta cubbe is a full-blood Choctaw, and at the date of the treaty of Dancing Rabbit Creek was the head of a Choctaw family; he had then living with him a wife, named Ah miah, since dead, and the following unmarried children, to wit:

1. Hah-le-cha (male), then over 10 years of age, present.
2. Ho-yo-tubbe (male), then over 10 years of age, dead, no issue.
3. Ish tubbe hah tah (male), then under 10 years of age, dead; no issue.
4. Me mat tam be (male), then under 10 years of age, dead; no issue.

He then resided on Tahlashah Creek, Leflore's district, now Newton County, where he had an improvement on which he lived between five or six years; his wife died; some time after he married another woman, with whom he went to live, leaving his children in possession of his place, where they lived about seven years after the treaty, when they were dispossessed by a white man by the name of Wiggington. Three of the children has since died, and Hah-lecha, the surviving member of the family, moved about two miles of, where he now lives. Mut tubbe was his nearest neighbor.

Within six months after ratification he went over to the annuity at Ben Leflore's, where Ward, the agent, then was, and offered to signify his intention to remain and take the five years' stay; he also attended the council at Weahtahcahle, where the Moglushah met for the purpose of making arrangements for going over to Leflore's, to register for the five years' stay; there engaged Elah pish no ah to assist him in getting his name registered, but he failed in being able to do so, in consequence of Ward's refusing to permit names to be registered for this purpose. He never received any grant of land under any other article of the treaty; never within five years after ratification made any contract for the sale of his land, claim, or scrip, and never received any part of the annuity the year he signified his intention to remain and take land, to the knowledge of declarant; knows of no Choctaw who removed west, returned, and is now claiming land.

HAH LE CHA, his x mark.

Sworn and subscribed before me, at Ok-e-ho-lo, April 26th A. D. 1845.

WILLIAM HERBERT, *J. P.*

No. 8.

THE STATE OF MISSISSIPPI,
Neshoba County:

Before me, William Herbert, an acting justice of the peace in and for the county of Neshoba and the State of Mississippi, came Un-ah-tubbe, son and heir of Ah-we-che-hona, deceased, a claimant under the 14th article of the treaty of Dancing Rabbit Creek; after being carefully examined as to his knowledge of the obligation of an oath, being duly sworn to testify the truth, states as follows, to wit: Declares that Ah-we-che-ho-nah, deceased, was a full-blood Choctaw, and at the date of the treaty of Dancing Rabbit Creek was the head of a Choctaw family; she then had living with her the following named child:

1. Un-ah-tubbe (male), then under 10 years of age.

She then resided on To-nik-he-le creek, Nitak a che district, now Newton county, where she had a house and field, on which she lived until her death, which occurred about six years after the treaty; the child move to Fokit-le-pah-le, where he has ever since lived. Claimant attented a council on Chunka Creek, held in the early part of the summer next after the treaty, where all the Chunka people met for the purpose of making arrangement to send their names up to Ward, the agent, to be registered for the five years' stay. Captain Bob and three others were appointed to take their names up to Ward. She then engaged Ok-lah-chubbe, one of the three, to carry her name and the age of her children up with the rest to signify her intention to stay, take land and become a citizen. Claimant never moved west nor left the ceded terri-

tory; never received any grant of land under any other article of the treaty, and never within five years after the ratification made any contract for the sale of her land, claim, or scrip, to his knowledge.

UN-AH-TUBBE, his x mark.

Sworn to and subscribed before me at Ok-e-ho-lo, April 29th, 1845.

WILLIAM HERBERT, *J. P.*

THE STATE OF MISSISSIPPI,
Neshoba County:

Before me, William Herbert, an acting justice of the peace in and for the county of Neshoba and State of Mississippi, came this day E-le-no-ah-chubbe, a Choctaw citizen of Newton county, a witness produced on the part of Ah we che ho nah, a claimant under the 14th article of the treaty of Dancing Rabbit, testifies that he is about forty-one years of age, and is no kin to the claimant, to his knowledge; that at the date of the treaty Ah we che honah was a full-blood Choctaw, and a Choctaw head of a family; she then had living with her the following named child, to wit:

1. Un-ah-chubbe (male), then under 10 years of age, present.

She then resided on To nik he le creek, Nitak ache's district, now Newton county, where she had a house and field, where she lived until her death, which occurred about six years after the treaty; her son, Un ah chubbe, then moved to Fokit le pah be, where he ever since have lived.

Within six months after the ratification, the deponant saw claim't at the counsil of Cheunka Creek, where all the Cheunka people met for the purpose of making arrangement to get their names registered for the five years' stay. She there ingaged Ok-lah-tubbe to carry her name and the age of her child up to Ward, the agent, to signify her intention to stay, take land and become a citizen; this information deponent got from Ok lah tubbe after the counsil broke up. Claimant never moved west or left the ceeded territory; never received any grant of land under any other article of the treaty; never received any part of the annuity the year she signified her intention to remain and take land, and never within five years after the ratification made any contract for the sale of her land claim or scrip; knows of no Choctaw who moved west, returned, and is now claiming land.

E LE NO AH CHUBBE, his x mark.

Sworn to and subscribed before me at Ok-e-ho-lo, April 29th, A. D. 1845.

WILLIAM HERBERT, *J. P.*

No. 9.

THE STATE OF MISSISSIPPI,
Neshoba County.

Before me, William Herbert, an acting justice of the peace in and for the county of Neshoba and State of Mississippi, came this day In-how-che-tubbe, the son and heir of Ok-lah-che, deceased, of Kemper County, and a claimant under the 14th article of the treaty of Dancing Rabbit Creek, who being about twenty-seven years of age, being first carefully examined as to his knowledge of the obligation of an oath, and then

duly sworn to testify the truth, whereupon he deposeth as follows: That Ok-lah-che, deceased, was a full-blood Choctaw, and at the date of the treaty of Dancing Rabbit Creek was the head of a Choctaw family; had living with him a wife named Un-ah-che-ho-yo and one unmarried child, to wit, In-how-che-tubbe, then over ten years of age. He then resided on Shuk-he-nutch-ah Creek, in Mush-o-le-tubbe's district, now Kemper County, where he had a house and field, where he lived until his death, which occurred about one year after the treaty; his wife and child continued to live on the place for nearly two years afterwards, when they were dispossed by a white man named James Parker; the widow then went, and the child, In-how-che-tubbe, went to live with Un-te-ah-tubbe, where he lived until he married; since then he lived with his wife in the same neighborhood. Took-ah-lo-che was their nearest neighbours.

Within six months after the ratification he attended an annuity meeting at the old factory, on Tom-bec-ba River, where Gaines and Glover kept a store, where Ward, the agent, then was, and signified his intention to remain and take the five years' stay by giving his name and age of his child to the agent, Ward. He never moved west nor left the ceded territory: never received any grant of land under any other article of the treaty, and never, within five years after the ratification, made any contract for the sale of his land, claim, or scrip, to his knowledge.

IN HOW CHE TUBBE, his x mark.

Sworn to and subscribed before me at Ok-e he-lo this the 13th day of May, 1845.

WILLIAM HERBERT [L. S.]
Justice of the Peace.

THE STATE OF MISSISSIPPI,
Neshoba County:

Before me, William Herbert, an acting justice of the peace, in and for the county of Neshoba and State of Mississippi, came this day Un-te-ah-tubbe, a citizen of Kemper County, a witness produced on the part of Ok-lah-che, deceased, a claimant under 14th article of the treaty of Dancing Rabbit Creek, being carefully examined as to his knowledge of the obligation of an oath, and then duly sworn to testify the truth, whereupon he deposeth as follows: That Ok-lah-che lived about five miles from him, and that he was well acquainted with him and his family; that he was then the Choctaw head of a family, and had living with him a wife named Un ah che ho yo and one child named In how che tubbe, then over ten years of age (points him out). He then resided on Shuk he nutch ah Creek, Mush-o-le-tubbe's district, now Kemper County, where he had a house and field, where he continued to live for one year after the treaty, when he died; his wife & child still continued to live on their place for nearly two years after, when they were dispossessed by a man by the name of James Parkers, who, he is informed, saved the land by pre-emption right; the widow then started to the Choctaw nation west, and In how che tubbe came to live with deponent, where he lived until he married; he then have lived together with his wife in the same neighborhood ever since. Took ah lo che was their next neighbor, who moved west.

The next summer after the treaty, and within six months after the ratification, he saw the claimant at an anuity meeting at the old factory on Tombeckby River, where Gaines and Glover kept a store, where the agent (Ward) then was; deponent went with the claimant into the upper story of the factory building, and was present when the claimant offered his name to Ward, also the age of his child, to signify his intention to

remain, take land, and become a citizen. He never moved west, nor left the ceeded territory; never received any grants of land under any other article of the treaty, and never, within five years after ratification, made any contract for the sale of his claim, land, or scrip, to the knowledge of the deponont.

UN TE AH TUBBE, his x mark.

Sworn to and subscribed before me at Ok-e-ho-lo this the 13th of May, A. D. 1845.

WILLIAM HERBERT [L. S.],
Justice of the Peace.

No. 10.

THE STATE OF MISSISSIPPI,
Neshoba County:

Before me, William Herbert, acting justice of the peace in and for the county of Neshoba and State of Mississippi, came this day Ho bah, a Choctaw citizen of Neshoba County, and a brother of Mah li ha, a claimant under the 14th article of the treaty of Dancing Rabbit Creek, being first carefully examined as to his knowledge of the obligation of an oath, and then duly sworn to testify the truth, states that at the date of the treaty of Dancing Rabbit Creek Mah li ha was a full-blood Choctaw, and at the date of the treaty of Dancing Rabbit Creek was the head of a Choctaw family after the Choctaw custom. She then resided on Bogue Chitto Creek, in Leflore's district, now Neshoba County, where she had a house and field and supported herself, where she has ever since lived. E-ah pil lah was her nearest neighbor.

Within six months after ratification she went over to the anuity to Ben Leflore's, where Ward, the agent, then was, and offered to signify her intentions to remain and take the five years' stay. She also attend a council on Kentowky Creek, where all the Bogue Chitto people met for the purpose of making arrangements to go over to Leflore's to register for the five years' stay; there engaged I-ath-le-pah to assist her in getting her name registered. She never moved west nor left the ceeded territory; never, within five years after ratification, made any contract for the sale of her land, claim, or scrip, and never received any grants of land under any other article of this treaty, to his knowledge.

HO-BAH, his x mark.

Sworn to and subscribed before me at Ok-e-ho-lo, May the 13th, A. D. 1845.

WILLIAM HERBERT, [L. S.]
Justice of the Peace.

THE STATE OF MISSISSIPPI,
Neshoba County:

Before me, William Herbert, an acting justice of the peace in and for the county of Neshoba and State of Mississippi, came this day E mol le tubbe, a Choctaw citizen of Neshoba County, and a witness produced on the part of Mah li ha, a claimant under the 14th article of the treaty of Dancing Rabbit Creek, being first carefully examined as to his knowledge of the obligation of an oath, and then duly sworn to testify the truth, deposeth: That at the date of the treaty of Dancing Rabbit Creek he lived about two miles from the claimant and was well

acquainted with her; that she was then the Choctaw head of a family, after the Choctaw custom. She then resided on Bogue Chitto Creek, in Leflore's district, now Neshoba County, where she had a house and field and supported herself, where she has ever since lived. E-ah pil ah was her nearest neighbor.

Within six months after ratification she went over to the anuity to Ben. Leflore's, where Ward, the agent, then was, and offered to signify her intention to remain and take the five years' stay. Deponent saw the claimant at a council at Ken tow ky Creek, where all the Bogue Chitto people met for the purpose of going over to Leflore's to register for the five years' stay. She was was with the people who had engaged I ath lepah to assist them in getting their names registered. She never removed west or left the ceeded territory; never, within five years from the ratification, made any contract for the sale of her land, claim, or scrip, and never received any grant of land under any other article of the treaty, to the knowledge of the deponent.

E MOL LE TUBBE, his x mark.

Sworn to and subscribed before me at Ok-e-ho-lo, this the 13th day of May, A. D. 1845.

WILLIAM HERBERT, [L. S.]
Justice of the Peace

No. 11.

THE STATE OF MISSISSIPPI,
Neshoba County:

Before me, William Herbert, an acting justice of the peace in and for the county of Neshoba, and State of Mississippi, came this day E-mol-le-tubbe, a Choctaw citizen of Neshoba County, and a brother of Wi-ah-to-nah, a claimant under the 14th article of the treaty of Dancing Rabbit Creek, being first carefully examined as to his knowledge of the obligation of an oath, and then duly sworn to testify the truth, deposes and states that his sister, Wi ah to nah, is confined attending on her sick child, and that she specially requested the declarant to present her claim. He states she is a full-blood Choctaw, and at the date of the treaty of Dancing Rabbit Creek she was the head of a Choctaw family; she was married before the treaty, but her and her husband had parted, and she was living at her own house on Bogue Chitto Creek, in Leflore's district, now Nesoba County, where she supported herself, and where she has ever since continued to live. Pe-le-tubbe was her nearest neighbor.

Within six months after ratification she went over to the anuity, to Ben. Leflore's, where Ward, the agent, then was, and offered to signify her intention to remain and take the five years' stay; she also attended a council on Ken tow ky Creek, where all the Bogue Chitto people met for the purpose of making arrangements to go over to Leflore's to register for the five years' stay; there engaged I ath le pah to assist her in getting her name registered. She never received any grant of land under any other article of the treaty, and never within five years after ratification made any contract for the sale of his land, claim, or scrip, and never moved west, nor left the ceded territory.

E MOL LE TUBBE, his x mark.

Sworn to and subscribed before me at Ok-e-ho-lo this the 13th May, A. D. 1845.

WILLIAM HERBERT, *J. P.*

THE STATE OF MISSISSIPPI,
Neshoba County:

Before me, William Herbert, an acting justice of the peace in and for the county of Neshoba and State of Mississippi, came this day Ho-bah, a Choctaw citizen of Neshoba County, and a witness produced on the part of Wi oh to nah, a claimant under the 14th article of the treaty of Dancing Rabbit Creek, being first carefully examined as to his knowledge of the obligation of an oath, and then duly sworn to testify the truth, deposeth that at the date of treaty of Dancing Rabbit Creek he lived about three miles from the claimant, and was well acquainted with her; that she was then the Choctaw head of a family, after the Choctaw custom; that she was married, and parted with her husband before the treaty. At the date of the treaty of Dancing Rabbit Creek claimant lived on Bogue Chitto Creek, Leflore's district, now Neshoba County, where she had a house and field, where she has ever since continued to live. Pe-le-tubbe was her nearest neighbor; her field was under the same fence with his field.

Within months after the ratification she went over to the anuity, to Ben. Leflore's, where Ward, the agent, then was, and offered to signify her intention to remain and take the five years' stay; deponent saw the claimant at a council of Ken tow ky Creek, where all the Bogue Chitto people met for the purpose of make arrangement to go over to Leflore's to register for the five years' stay; deponent, in a subsequent talk with I ath le pah, was informed by him that claimant was one of the persons he was to assist in getting her name registered when they should arrive at the anutey ground. She never received any grant of land under any other article of the treaty; never within five years after ratification of the treaty made any contract for the sale of her land, claim, or scrip, and never went west, or left the ceded territory, to the knowledge of the deponent.

HO-BAH, his x mark.

Sworn to and subscribed before me, at Ok e-ho-lo, this the 13th day of May, 1845.

WILLIAM HERBERT, [L. S.]
Justice of the Peace.

No. 13.

THE STATE OF MISSISSIPPI,
Neshoba County:

Before me, William Herbert, an acting justice of the peace in and for the county of Neshoba and the State of Mississippi, Nuk o wah homah, a citizen of Scott County, who presents the claim of Ho-ta-kah, deceased, a claimant under the 14th article of the treaty of Dancing Rabbit Creek, after being duly sworn to testify the truth, deposeth as follows: He states that Ho ta kah, deceased, was a full-blood Choctaw, and at the date of the treaty was the head of a Choctaw family; he had then living with him two unmarried children, to wit:

1. Chim, male, then over 10 years of age, dead; no issue.
2. Ish tah lah him ah, female, over 10 years of age; absent.

He then lived on Tah lah Creek, Leflore's district, now Scott County, where he had a house and field, where he continued to live from between two and three years; the place on which he lived was taken by a nineteenth article claim for Patubbe, and taken possession of by a white

man; he then moved west of Tah lah Creek, where he remained about three years, when he went of hunting and died. Cansha ho ka was his near neighbor.

Within six months after ratification he signified, or offered to signify, through Capt. Manchubbe, Im illi, and Eah-hee tubbe, at the anuity at Ben. Leflore's, to Ward, the agent, his intentions to remain and take the five years' stay. For further perticulars, refer to the general deposition of Manchubbe, taken before the board at Yazoo Old Village. He never moved west, or left the ceeded teritory; never received any grant of land under any other article of the treaty; never received any part of the anuity the year he signified his intention to remain and take land; and never within five years after ratification made any contract for the sale of his land, claim, or scrip, to the knowledge of the declarant. Knows no Choctaw who went west, returned, and now claims land.

NUK O WA HO MAH, his x mark.

Sworn to and subscribed before me, at Ok-e-ho-lo, May 20, 1845.

WILLIAM HERBERT, *J. P.*

THE STATE OF MISSISSIPPI,
Neshoba County:

Before me, William Herbert, an acting justice of the peace for the county of Neshoba and State of Mississippi, came this day Ish tah hamme, a Choctaw citizen of Scott County, be carefully examined as to his knowledge of the obligation of an oath, and duly sworn to testify the truth, states as follows: That Ho ta kah, deceased, was a full-blood Choctaw, and at the date of the treaty of Dancing Rabbit Creek was the head of a Choctaw family; he then had living with him two unmarried children, to wit:

1. Chim, male, over 10 years of age, deces'd; no issue.
2. Ish tah lah him ah, female, over 10 years of age, dead; no issue.

He then lived on Tah lah Creek, Leflore's district, now Scott County, where he had a house and field, where he continued to live for between two and three years. After the treaty the land on which he lived was awarded to Palubbe, under the nineteenth article, as he is informed; a white man took possession of it, and the claimant moved west of Tah-lah Creek, where he remained three or four years; then went of hunting, and died before his return. Can sha ho ka was his next neighbor.

Within six month after the ratification deponent started over to the anuity to Ben. Leflore's, in company with the claimant and others, where Ward, the agent, then was; where they were going to have their names *names* registered for the five years' stay; but before they arrived over at Leflore's they met Captain Manchubbe, Imilli, and Eah ha tubbe, who went over to Leflore's a few day before the rest, acording to previous arrangments, for the purpose of making arrangments to register the names of the Tus cah tah me tah people who wished to remain and take the five year stay, who informed them that Ward would register no more names, and the business was all broke up. On hearing all this they all returned home to wait the event, determd to remain on their land. He never received any grant of land under any other article of the treaty; never moved west or left the ceeded terotory; never received any part of the anuity the years he signifid his intention to remain and take land; and never within five years after ratification made any con-

tract for the sale of his claim, land, or scrip, to his knowledge. Knows of no Choctaw who moved west, returned, and now claims land.

ISH TAH HAM ME, his x mark.

Sworn to and subscribed before me, at Ok-e-ho-lo, May 20, 1845.

WILLIAM HERBERT, *J. P.*

Case No. 14.

THE STATE OF MISSISSIPPI,
Neshoba County :

Before me, William Herbert, an acting justice of the peace in and for the county of Neshoba and State of Mississippi, Im ille, a Choctaw citizen of Scott County, who presents the case of Chal lo ke, a claimant under the 14th articl of the treaty of Dancing Rabbit Creek, being first carefully examined as to his knowledge of the obligation of an oath, and then sworn to testify the truth, states as follows, to wit: He states that Chal lo ke is a full-blood Choctaw, and at the date of the treaty of Dancing Rabbit Creek was the head of a Choctaw family; he had then living with him three unmarried children, to wit: Fal ah mah honah, over 10 years of age, then; Tah lo ah tun ah, then over ten years of age; Mak ah ha tubbee, then under 10 years of age, all absent with their father. He lived then in Leflore's district, now Scott County, where he had a house and field, on which he continued to live until the present time; he is now off on a hunting excursion and has not yet returned. Man chubb was nearest neighbor.

Within six months after ratification, claimant signified, or offered to signify, through Capt. Man chubb, this declareant, and E ah ha lubbe, at the annuity, at Ben Leflore's, his intention to remain and take the five years' stay; for further particulars, refer to the general deposition of Capt. Man chubbe, fild with the board. He never moved west nor left the ceeded territory; never received any grant of land under any other article of the treaty; never received any part of the anuity the year he signified his intentions to remain and take land; and never, within five years from ratification, made any contract for the sale of his claim, land, or scrip, to his knowledge; knows of no Choctaw who moved west, returned, and now claims land.

IM ILLE, his + mark.

Sworn to and subscribed before me, the undersigned, justice of the peace, at Ok-e-holo, May 23rd, 1845.

WILLIAM HERBERT, *J. P.*

Case No. 14.

STATE OF MISSISSIPPI,
Neshoba County:

Before me, William Herbert, an acting justice of the peace in and for the county of Neshoba, and the State of Mississippi, came this day before me Kam-o-tin-tubbee, a Choctaw citizen of Scott County, and a witness produced on the part Challo ke, a claimant under the 14th article of the treaty of Dancing Rabbit Creek, be duly sworn to testify the trutu, states that he lives about one mile from the claimant, and was well acquainted with him and his family; he then had living with a wif namd Feletahhon, since dead, and three unmarried children, to wit:

Fah lah honah, then over 10 years old; Tah lo ah to mah, then over 10 years of age; Mak ah ha tubbe, then under 10 years of age, as absent with ther father. He then lived in Leflore's district, now Scott County, on Shank lo Creek, where he had a house and farm on which he lived until the present time; Man chubbe was his nearest neighbor.

Within six months after ratification deponent started in company with claimant & others over to the annuity meeting at Ben Leflore's, where Ward, the agent, then was, and where they were going to have their names registered for the five years' stay. But before they got their they met Capt. Man chubbe, Im elle, and E ah ha tubbe, who went over to Leflore's a few days before the rest, according to previous arrangement, for the purpose of making arrangement to register the names of the Far-cah-lah-me-tah people who wished to remain, take land, and become citizens, who informed them that Ward would not register any more names, and had refused to register, and that the whole business was broken up. On hearing this they all returned to their respective homes to stay on their lands and determined to await the issue. He never moved west nor left the ceeded territory; never received any grant of land under any other article of the treaty; never received any part of the annuity the year he signified his intention to remain and take land; and never within five years from the ratification, made any contract for the sale of his land, claim, or scrip, to the knowledge of the deponent; knows no Choctaw who moved west returned, and now claims land.

KAN-O-TIN-TUBBE, his x mark.

Sworn to and subscribed before me, the undersigned, justice of the peace, at Ok-cho-lo, May 23rd, A. D. 1845.

WILLIAM HERBERT, *J. P.*

Case No. 15.

THE STATE OF MISSISSIPPI,
Neshoba County:

Before me, William Herbert, an acting justice of the peace in and for the county of Neshoba and State of Mississippi, appeared Im ille, a Choctaw citizen of Scott County, who represents the case of Pis te ah (female), a claimant under the 14th article of the treaty of Dancing Rabbit Creek, being first carefully examined as to his knowledge of the obligations of an oath, and then sworn to testify the truth, states as follows, to wit: He states that Pis te ah was a full-blood Choctaw, and at the date of the treaty of Dancing Rabbit Creek was the head of a Choctaw family acording to Choctaw custom; her husband died before the treaty. She lived then in Leflore's district, now Scott County, where she had a house and field, on which she continued to live until her death, which occured about slx years after the treaty. Man chubbe was her nearest beighnor.

Within six months after ratification claimant signified or offered to signify through Capt. Man chubbe, this declarent, and E-ah-ha-lubbe, at the annuity, at Ben Leflore's, her intention to remain and take the five years' stay; for further particulars refer to the general deposition of Capt. Man chubbe, filed with the board. She never moved west nor left the ceeded territory; never received any grant of land under any other article of the treaty; never received any part of the annuity the

year she signified her intention to remain and take land; and never, within five years from ratification, made any contract for the sale of her land, claim, or scrip, to the knowledge of the deponent; knows no Choctaw who moved west, returned, and now claims land.

IM ILLE, his x mark.

Sworn to and subscribed before me, the undersigned, a justice of the peace, at Ok-e-ho-lo, May 23rd, A. D. 1845.

WILLIAM HERBERT, *J. P.*

STATE OF MISSISSIPPI,
Neshob. County:

Before me, William Herbert, an acting justice of the peace in and for the county of Neshoba and State of Mississippi, came this day Kan o tin tubbe, a Choctaw citizen of Scott County and, a witness produced on the part of Pis te ah, a claimant under the 14th article of the treaty of Dancing Rabbit Creek; being duly sworn to testify the truth, states that he lived one mile from her, and was well acquainted with her; she was the *the* Choctaw head of a family, after the Choctaw custom; her husband died befor the treaty, but she had a house and field of her own and supported herself; she lived then in Leflore's district, now Scott County, where she had an improvement, on which she lived untill her death, which occurd about six years after the treaty; Man chubbe was her nearest neighbor.

Within six months after ratification deponent started, in company with claimant and others, over to the anuity meeting at Ben Leflore's, where Ward, the agent, then was, and where they all were going to have their names registered for the five years' stay; but before they got there they met Capt. Man chubbe, Im ille, and Eah-ha-tubbe, who went over to Leflore's a few day before the rest, according to previous arrangement, for the purpose of makeing arrangement to register the names of all the Tus cah lah me tah people who wished to remain, take land, and become citizens; who informed them that Ward would not register any more names, and the whole business was broke up; on hearing this they all returnd to their respective homes to stay on their lands and await the event. She never moved west nor left the ceeded territory; never received any grant of land under any other article of the treaty; never received any part of the anuity the years she signified her intentions to remain and take land, and never, within five years from the ratification, made any contract for the sale of her land, claim, or scrip, to the knowledge of deponent; knows of no Choctaw who moved west and returned, and now claims land.

KAN-O-TIN-TUBBE, his x mark.

Sworn to and subscribed before me, the undersigned, a justice of the peace, at Ok-e-ho-lo, May 23rd, A. D. 1845.

WILLIAM HERBERT, *J. P.*

No. 16.

THE STATE OF MISSISSIPPI,
Neshoba County:

Before me, William Herbert, an acting justice of the peace in and for the county of Neshoba and State of Mississippi, appeared Im ille, a Choctaw citizen of Scott County, who presents the case of Ma hah che

honah, deceased, a claimant under the 14th article of the treaty of Dancing Rabbit Creek; being first carefully examined as to his knowledge of the obligations of an oath, and then sworn to testify the truth, states as follows, to wit: He states that Me hah che honah, deceased, was a full-blood Choctaw, and at the date of the treaty of Dancing Rabbit Creek was the head of a Choctaw family; she had no unmarried children; they were all married at that time. Me hah che honah lived then in Leflore's district, now Scott County, where she had a house and field, on which she continued to live upwards of five years, when she died. Shah lubbe was her nearest neighbor.

Within six months after ratification claimant signified or offered to signify, through Capt. Man chubbe, this declarant, and Eah ha lubbe, at the annuity at Ben Leflore's, her intention to remain and take the five years' stay; for further particulars, refer to the general deposition of Capt. Man chubbe filed with the board. She never moved west nor left the ceeded territory; never received any grant of land under any other article of the treaty; never received any part of the annuity the year she signified her intention to remain & take land, and never, within five years of the ratification, made any contract for the sale of her land, claim, or scrip, to the knowledge of the deponent; knows no Choctaw who moved west, returned, and now claims land.

IM ILLE, his x mark.

Sworn to and subscribed before me, the undersigned, a justice of the peace, at Ok-e-ho-lo, May 23rd, A. D. 1845.

WILLIAM HERBERT, *J. P.*

STATE OF MISSISSIPPI,
Neshoba County:

Before me, William Herbert, an acting justice of the peace in and for the county of Neshoba and the State of Mississippi, came this day before me Kan o tin tubbe, a Choctaw citizen of Scott County, and a witness produced on the part Ma-hah-che-hon-ah, a claimant under the 14th article of the treaty of Dancing Rabbit Creek; be duly sworn to testify the truth, he states that he lived about half mile from the claimant, and was well acquainted with hir; she was then a Choctaw head of a family, after the Choctaw custom; she then lived in Leflore's district, now Scott County, on Shankla Creek, where she had a house and farm on which he lived until her death; Shahlubbe was her nearest neighbor.

Within six months after ratification, deponent started, in company with claimant and others, over to the annuity meeting at Ben Leflore's, where Ward, the agent, then was, and where they were then going to have their names registered for the five years' stay. But before they got over there they met Capt. Man-chubbe, Im-el-le, and E-ah-ha-tubbe, who went over to Leflore's a few days before the rest according to previous arrangement, for the purpose of making arrangement to register the names of the Far-cah-lah-me-tah people, who wished to remain, take land, and become citizens, who informed them that Ward would not register any more names, and had refused to register, and that the whole business was broken up; on hearing this they all returned to their respective homes to stay on their lands and await the issue. She never moved west nor left the ceeded territory; never received any grant of land under any other article of the treaty; never received any part of the annuity the year she signified her intention to stay and take land, and never within five years from the ratification made any contract for

the sale of her land, claim, or scrip, to the knowledge of the deponent. Knows no Choctaw who moved west, returned, and now claims land.

KAN O TIN TUBBE, his x mark.

Sworn to and subscribed before me, the undersigned, a justice of the peace, at Ok-e-ho-lo, May 23rd, A. D. 1845.

WILLIAM HERBERT, *J. P.*

No. 37.

THE STATE OF MISSISSIPPI,
Neshoba County:

By virtue of a commission to us directed by the Honbl. Wm. Tyler, Geo. S. Gaines, and Saml. Rush, constituting a board of comm'ss'rs for the satisfaction of claims arising under the 14th and 19th articles of the treaty of Dancing Rabbit Creek, now in session in Washington City, we have this day had before Capt. Ok la ba, who represents the claim of Wah sha pah, dec'd, for the heirs, now a claimant under the 14th article of the treaty of Dancing Rabbit Creek, who being 5 feet 8 inches high and about 50 years of age, who being examined as to his knowledge of the obligation of an oath and then duly sworn the truth to testify, the interrogatories transmitted with the commission were then read to him and his answers thereto required, whereupon he answers as follows: That at the date of said treaty, Wah-sha-pah was a full-blood Choctaw, and head of a Choctaw family, consisting of a wife, Tah ho ka, dead—she died soon after the treaty was made—and three unmarried children, viz:

1. Tah pe ne hubbee, a male, then over ten years of age, now dead; he died about four years ago, leaving no issue.

2. Ah pe lah hub bee, a male, then over ten years of age, now dead; died about three years ago, leaving no issue.

3. E lap-in-tu-nah, a female, then over ten years of age; now at home working her crop and taking care of her children. She has been attending before the commissioners, but did not get her father's claim tried, and requested this declarant, as her captain, to try her case.

Wah sah pah then resided in Nituk ha chee's district, now Jasper County, on Soo au low wa Creek, and So tow wa was her near neighbor; he lived in the field now worked by Garret Watts, and in the same section of land claimed by Hit-tuk-ho-me, where he had a house and farm, upon which he resided upwards of five years after the ratification of said treaty, when a man named Doctor Hodge took the premises; he then moved to Tallahomah, where he resided until his death, about six years ago.

Wah sah pah, within six months from the ratification of said treaty, signified his intention to the agent, Col. Ward, to remain five years, take land, and become a citizen. Declarant saw Wah sah pah make his sticks and give them to Chish ah homah to take to said Ward to have his name registered under the 14th article of said treaty, which declarant has no doubt but the signification was made to said Ward; for particulars, reference is made to the general deposition of Chish ah homah, Eh tubbe, and Totubbee, taken and filed before the board in June last. Wah sah pah never did sell his land or claim, or make an agreement to sell within five years from the ratification of said treaty, to his knowledge; Wah sah pah never did receive any grant of land under any other article of said treaty, neither did he take any of the annuity the year he made his signification of intention to remain and become a citizen,

to his knowledge. Wah sah pah never removed from the ceded country; has always remained. Knows no Choctaw who removed west, returned, and claims land. Knows nothing further material, only that he is authorized to present this claim; he has no interest in the claim.

OK-LA-BA, his x mark.

Sworn to and subscribed before the undersigned commissioners this 22nd day of May, 1845.

WILLIAM HERBERT,
F. M. KILPATRICK,
Com'ss'rs.

Wah-sah-pah, dec'd, represented by Capt. Ok la ba for the heirs, &c.—
Case No. 37.

Chef fa tub bee, a witness produced on the part of the claimant in the above-stated case, being examined as to his knowledge of the obligation of an oath, and then duly sworn and examined, testifies as follows: That he is about 60 years of age. Knew the claimant and his family well, and is not related to him; he lived about eight miles from him at the date of the treaty of Dancing Rabbit Creek. Wah sah pah was a full-blood Choctaw, and head of a Choctaw family consisting of a wife, Tah ho ka, now dead, died soon after making said treaty, and three unmarried children, viz:

Tah pe na hub bee, a male, then over ten years of age, now dead; died about four years ago, leaving no issue.

2. Ah pe le hub bee, a male, then over ten years of age, now dead; died about three years ago, leaving no issue.

3. E lap in tu nah, a female, then over ten years of age, now at home taking care of her crop and children; she attended some weeks on the commissioners at Yazoo Old Town last year; did not get her father's claim tried; requested Ok la ba, her capt., to try her claim.

Claimant, at the date of said treaty, resided in Nituk ha chees district, now Jasper County, on Soo an low wa Creek, and So tow wa was his near neighbor; he then resided in the plantation now worked by Garred Watts, and the same section of land on which Hit-tuk ho ma lived at the date of the treaty, where he continued to reside upwards of five years after the ratification of said treaty, and until a man named Doctor Hodge took his premises; he then moved to Talla ho ma, where he continued to reside until his death, about six years ago.

Within six months from the ratification of said treaty, at a counsil held the next spring after the treaty, witness saw claimant, assisted by Tobokah, make his sticks, which he gave to Chish ah ho mah with special authority and instructions to take to Col. Ward, the agent, to register for the five years' stay, to take land, and become a citizen. Witness saw Chis ah ho mah, accompanied by To bo kah start to the agent, Ward's, to have claimant's name and familyregistered, as well as several hundred families of Six Towns who had appointed said Chish ah ho mah their agent and head man, to have their names registered for the five years' stay, to be accompanied by said To bo kah; they were gone long enough to go to said Ward's and back; & from what they reported on their return he verily believes that claimant's signification was made to said Ward as well as hundreds of others. Claimant never, within five years from the ratification of said treaty, made any paper, writing, or contract in regard to his land, to his knowledge. Claimant took no part of the annuity the year he made his signification of intention to take land and become a citizen; neither did he receive any grant of land under any other *other*

article of said treaty, to his knowledge; knows no Choctaw who went west, returned, and now claims land.

The treaty of Dancing Rabbit Creek was made upwards of fourteen years ago. Claimant's two eldest children, Tah pe hub bee and Ah pe lah tub-bee, are both dead, leaving no issue. E lap in tunah, his youngest, a daughter, is at home with her children, taking care of her crop. The treaty of Doak's Stand was made, he thinks, upwards of twenty-four years ago. Claimant's children were all born at that date. Claimant lived on first rate prairaie land at the date of the treaty; he was dispossessed by named Doctor Hodges, who said he had bought the land at Augusta; witness believes him and his brother-in-law, Jarred Watts, have cultivated the place ever since claimant was turned out. Claimant died about about six years ago. Claimant never did acknowledge that he had sold his land or claim, in whole or in part, or make an agreement in any way whatever, to his knowledge.

CHEF-FAH-TUB-BEE, his x mark.

Sworn to and subscribed before the undersigned commissioners this 22d day of May, A. 1845.

WILLIAM HERBERT,
F. M. KILPATRICK,
Com'ss'rs.

Case No. 55.

THE STATE OF MISSISSIPPI,
Nashoba County:

By virtue of a commission to us directed by the Honbl. Wm. Tyler, George S. Gaines, and Samuel Rush, constituting a board of commissioners under the act of Congress of the 23rd of August, 1842, for the satisfaction of claims under the 14 and 19th article of the treaty of Dancing Rabbit Creek, now in session in Washington City, have this day had before us Oka-no-wah, who represents his aunt, Ho-kah, dec'd, a widow woman, for the heirs, a claimant under the 14th article of said treaty, and a citizen of Jasper County, who, being 5 feet 7 inches high, about 60 years of age; being first examined as to his knowledge of the obligation of an oath and then duly sworn to testify the truth, the interrogatories transmitted with the commission were then read to him, and his answers thereto required, whereupon he answers as follows: That Ho-kah was a widow woman at the date of the treaty of Dancing Rabbit Creek, a full-blood Choctaw, and head of a Choctaw family, consisting of two children, viz:

Ok-cha-tub-bee, a *a* male, then over ten years of age, absent; went down towards New Orleans—has not got back.

2. A lo min tub bee, a male, then under ten years of age; was out in the woods hunting deer when declar't started up here; has not arrived.

Ho-kah then resided in Ni tuk ha chee's district, now Newton County, on Tallah Creek, and Ok-cha-to-nah was her near neighbor, where she had a house and farm, upon which she resided continuously upwards of five years from the ratification of said treaty, and until a man named Evan took her place, saying he had bought the land at Augusta. She then moved to Tallahomah, about 2 Choctaw miles, where resided until her death, about three years ago. Within six months from the ratification of said treaty declarant saw Ho-kah make her sticks, assisted by

Tok a ha jo, and give them to Chish ah ho mah to take to the agent, Col. Ward, to register her name and family for the five years' stay, take land, and become a citizen. This was at a counsel of the Six Town people, at the house of Spanamingo. Declarant saw Chish ah ho mah, accompanied by Tobo kah, start to said Ward's, and was gone long enough to go to said Ward's and return; and from their report, when they returned, he verily believes Ho kah's application for registration was made to said Ward, as well as hundreds of others of the Six Town clan who sent at the same time and for the same purpose; for particulars he refers to the general deposition of Chish ah ho mah and To tub bee, taken and filed before the board in June last. Ho-kah never did sell or agree to sell her land within five years from the ratification of said treaty, neither did she make any paper, to his knowledge, except a power of attorney to John Johnston, sen., which he is advised was submitted to the board at Yazoo Old Town last year. Ho-kah took no part of the annuity the year she made signification of intention to take land, neither did she receive any grant of land under any other article of said treaty, to his knowledge. She never left the ceded country. Knows no Choctaw who went west, returned, and claims land. Knows nothing further, only that he is authorized to present this claim for the heirs. He has no interest in the claim.

O-KA-NO-WAH, his x mark.

Sworn to and subscribed before the undersigned commss'r this 31st day of May, 1845.

F. M. KILPATRICK.

Ho-kah, dec'd, widow, whose claim is represented by her nephew, Oka no wah, for the heirs.—Case No. 55.

Yok a no la, a witness produced on the part of the claimant Ho-kah, in the above-stated case, being examined as to his knowledge of the obligation of an oath, and then duly sworn and examined, testifies as follows: That he is about 60 years of age; knows the claimant and her family well, and is not related to her; at the date of the treaty of Dancing Rabbit Creek he lived about ½ mile from her; she was a full-blood Choctaw, and at that date was a Choctaw head of a family consisting of two children, unmarried, viz:

1. Ok cha tubbee, a male, then over ten years of age; absent; went towards New Orleans; has not yet returned.

2. Ah lo min tubbee, a male, then under ten years of age; was out hunting when witness started up here; has not arrived.

Ho-kah then resided in Ni tuk hachee's district, now Newton, on Talla Creek, and Ok cha tu nah was *was* her near neighbor, where she had a house and farm, upon which she resided continuously upwards of five years after the ratification of said treaty, and until a man named Evans said he had bought the land at Augusta, and ordered her to leave; she then moved to Tallahomah, about two miles, where she made her residence until her death, about three years ago; claimant never left the ceded country.

Within six months from the ratification of said treaty witness saw claimant at a counsil of the Six Town people, at the house of Spana mingo, make her sticks, assisted by Tok a ha jo, and give them to Chis hah ho mah, with authority and instructions to go to Col. Ward, the agent, and register her name and family for the five years' stay, take land, and become a citizen under the 14th article of said treaty. Witness

saw Chis hah ho mah, accompanied by To bo kah, start to said agent for the purpose of having claimant's name and family registered (as well as hundreds of others of the Six Town clan, who sent their names in like manner for registration), and was gone long enough to go to said Ward's and back; and on their return, from the statement by them made, witness verily believes that claimant's application was made to said Ward for registration as well as all others of the Six Town clan who sent at the same time and for the same purpose; claimant made no paper writing or contract in regard to her land, within five years from the ratification of said treaty, to his knowledge, except a power of attorney to John Johnston, sen'r, which he is advised was submitted to the board while in session at Yazoo Old Town.

Claimant took no part of the annuity the year she signified her intention to take land; neither did she receive any grant of land under any other article of said treaty, to his knowledge; knows no Choctaw who went west, returned, and claims land. The treaty of Dancing Rabbit Creek was made upwards of fourteen years ago. Claimant's children, as before stated, was not at home; the eldest went down towards New Orleans; has not returned; the youngest went out in the pine woods to hunt deer and had not returned, although he was looked for and expected to be here.

The treaty of Doaks Stand or Puks he nubbee treaty was made upwards of twenty-four years ago, to the best of his recollection. Claimant's eldest child was born at that date, the second since, to the best of his recollection.

Claimant's land that she lived upon at the date of the treaty was good hickory prairie land; she was dispossesed by a man named Evans, who said he had bought the land at Augusta, and that she must leave; claimant died about three years ago, leaving no other heirs.

Claimant never did acknowledge that she ever made or signed any paper writing for the whole or part of her claim, or an agreement to sell her land or claim, or for scrip, in lieu of land, within five years from the ratification of said treaty, to his knowledge; witness knows nothing of claimant making any other paper within five years from the ratification of said treaty, except the power of attorney, above spoken of, to John Johnston, sr.

YOK A NO LA, his x mark.

Sworn to and subscribed before the undersigned commissioners this 31st day of May, A. 1845.

F. M. KILPATRICK,
Commissioners.

Case No. 56.

THE STATE OF MISSISSIPPI,
Nas ho ba County:

By virtue of a commission to us directed by the Honbl. Wm. Tyler, Geo. S. Gaines, and Samuel Rush, constituting a board of commissioners under the act of Congress of the 23d of August, 1842, for the satisfaction of claims under the 14th and 19th articles of the treaty of Dancing Rabbit Creek, now in session in Washington City, have this day had before us Ko mub bee, who represents the claim of his dec'd friend, Mingo falliah, a claimant under the 14th article of the treaty of Dancing Rabbit Creek, who being 5 feet 8 inches high, and about 35 years of age,

who being first examined as to his knowledge of the obligation of an oath, and then duly sworn the truth to testify, the interrogatories transmitted with the commission were then read to him and his answers thereto required, whereupon he answers as follows: That at the date of the treaty Min-go-fal-liah was a full-blood Choctaw and head of a Choctaw family, consisting of one unmarried child, viz:

1. Tik-bah-tub-bee, a male, then over ten years of age, now dead; died about seven years ago, leaving no issue.

Mingo fal liah then resided in Netuk ha chee's district, now Smith County, near Hush nep pa cha River or Creek, and Nok e ne lah was his near neighbor, where he had a house and farm, and where he continued to reside until his death, about two years after the ratification of said treaty. No person ever interrupted his said improvement since the death of Mingo falliah and his son, to declarant's knowledge.

Within six months after the ratification of said treaty, at a counsil held at Spana mingo's, declarant saw Mingo fallah, assisted by Ma-hob-bee, make his sticks and give them to Chishah ho mah, with instructions and authority to go the agent, Colo. Ward's, and have his name and son's registered for the five years' stay under the 14th article of said treaty. Chis hah ho mah started to said agent's, accompanied by To bo kah, for the purpose of registering Mingo fal liah's name & family (as well as hundreds of other families of Six Towns, who attended said counsil and who sent their names by said Chishah homah & Tobo kah for the same purpose). They were gone long enough to go to said Ward's and back, and from their report, on their return, witness verily believes Mingo falliah's application for registration was made to said Ward, as well as all those families who sent their names for the same purpose; for particulars reference is made to the general deposition of Chishah-homah and To tub bee, taken and filed with the board in June last. Mingo falliah neither sold his land or claim, or agreed to sell his land before the expiration of five years after the ratification of said treaty, to his knowledge.

Mingo falliah received no grant of land under any other article of said treaty; neither did he take any of the annuity the year he made his signification to take land, to his knowledge. Mingo falliah never went west; he died and was burried at his residence. Knows no Choctaw who went west, returned, and claims land. Knows nothing further, only that he saw Noke ne tah make application for the registration of Mingo falliah claim before the board of commissioners, and made oath before Robert James, esqr., at storehouse of Mr. Kelly's, two years ago this summer, which application was in the hands of Col. Martin, the attorney, to be placed before the board of commissioners.

KO-MUB-BEE, his x mark.

Sworn to and subscribed before the undersigned commissioners this 31st day of May, A. 1845.

F. M. KILPATRICK,
Commissioners.

Min-go-fal-li-ah, dec'd, whose claim is represented by for the heirs.—Case No. 56.

Hi yok a che, a witness produced on the part of the claimant in the above stated case, being duly sworn and examined, testifies as follows: That he is about 60 years of age; is not related to claimant, Mingo fal li ah; at the date of the treaty of Dancing Rabbit Creek he knew him and his family well, and lived about eight Choctaw miles from him; he was

then a full-blood Choctaw and a Choctaw head of a family consisting of one unmarried child—

1. Tik-bah-tub-bee, then over ten years of age, now dead; died about seven years ago; no issue.

Claimant was a very old man; his wife had died long before the making of said treaty; his nephews, Nok-ne-tah and U-tub-bee, are the nearest of kin now living, to claimant, to witness' knowledge. Mingofalliah then lived in Nituk ha chees district, now Smith County, on Hush-tup-patcha, and Nok nee lah was his near neighbor, where he had a house and farm on which he continued to reside until his death about two years after the treaty.

Within six months after the ratification of said treaty, witness saw Mingo fal liah, assisted by Mahoh bee, make his sticks and give them to Chish ah ho mah to give to Col. Ward with instructions and authority to have his name registered for the five years' stay under the 14th article of said treaty. Witness saw this at a counsil of the Six Towns held at Spanamingos; he also saw Chish ah ho ma accompanied by To bo kah start to the agent, Ward's, for the purpose of having claimant's name registered for the five years' stay as well as hundreds of other families of the Six Towns who sent their names for the same purpose; and from their statement on their return he verily believes claimant's application to said Ward was made as well as hundreds of others of the Six Town clan who sent their names for the same purpose.

Claimant made no paper, writing, or contract in regard to his land to his knowledge; claimant never left the ceded county; claimant took no part of the annuity the year he made his signification to take land and become a citizen; neither did he receive any grant of land under any other article of the treaty to his knowledge; knows no Choctaw who went west, returned and claims land.

The treaty of Dancing Rabbit Creek was made upwards of fourteen years ago.

Claimant had but one living son or daughter at the date of the treaty, all having died before that time except Tik bah tub bee, who died about seven years ago, leaving no issue. Nok nee lah and U tub bee are claimant's nephews and next of kin now living to the best of his knowledge. The treaty of Doak's Stand or Puk sbe nub bee's treaty was made about twenty four or five years ago. Claimant's son, Tik-bah-tub-bee, was born before that date.

The land that claimant lived on at the date of the treaty was very good swamp land; he was not dispossessed or his child either. Claimant never did make any acknowledgement that he made any paper or agreement for the sale of his land in any manner whatever to his knowledge.

Witness further states that he was present at the house of Mr. Ichabod Kelly, in Jasper County, assisting his neighbors to make out their applications for registration before the board of commissioners, near or about two years ago, when he saw and assisted Nok nee lah make Mingo fal liah's application out, which he swore to before Robert James, esq'r, and which application he believed was on file as Col. Martin had the charge of the applications for registration. John M. Nail acted as interpreter on the occasion.

HI-YOK-A-CHE, his x mark.

Sworn to and subscribed before the undersigned commissioner this 31st day of May, A. D. 1845.

F. M. KILPATRICK,
Commissioner.

No. 1074.

I, Jesse Clement, hereby file the claims of the following persons, claimants under the 14th article of the treaty of Dancing Rabbit Creek, to wit:

Ah-pak-ah-nah.

Ish-mah-la-le-ho-nah, who has 1 child under 10 years of age at the time of the treaty, whose name is Ka-yo-cubbee.

AH POK AH NAH,
ISH MA LA LA HO NAH,
By attorney, JESSE CLEMENT.

23d August, 1843.

No. 39.

STATE OF MISSISSIPPI,
Neshoba County:

By virtue of a commission to me directed by the Hon'bles William Tyler, George S. Gaines, and S. Rush, constituting a board of commissioners, under the act of Congress of the 23d August, 1842, for the satisfaction of claims arising under the 14th and 19th articles of the treaty of Dancing Rabbit Creek, now in session at Washington City, I have this day had before me No-wah, the representative of Ish-mah-la-le-ho-nah, who is sick at home, unable to attend, who being five feet nine inches high, and about thirty-four years of age, being first carefully examined as to his knowledge of the obligations of an oath, and then duly sworn to testify the truth.

The interogatories transmitted with the commission were then read to him and his answers thereto required, whereupon he answers and deposeth as follows: He declares that she is a full-blood Choctaw and at the date of the treaty of Dancing Rabbit Creek was the head of a Choctaw family. She then had one child, a male, called Ka-yo-cubbee or Hick-a-yo-tubbee, under ten, who died about six months ago, & left no issue. She resided in Leflore's district, now Neshoba County, at the date of the treaty, on Kantouky Creek, where she had a house & field. U-sa-gah was her nearest neighbor. She continued to live there five years after the ratification, & then moved to a place on Bogue chitto Creek, about fifteen miles, for the purpose of being with her relatives.

Within six months after the ratification, she signified to Ward, the agent, through her uncle, E-ath-la-pah, her and her child's intention to stay, and take the five years' stay. The reason why she was not registered he does not know; he has understood that but very few of Bogue chitto people were registered after their signification was made, but supposes the same reason will apply in this case. She never moved west nor left the ceded territory, never received any grant of land under any other article of the treaty, and never within five years after the ratification made any contract for the sale of her land, claim, or scrip. Knows no Choctaw who moved west, returned, and now claims land. Knows nothing further upon the subject.

NO WAH, his x mark.

Sworn to and subscribed before me at Tow-wah-lah, May 28, 1845.

F. M. KILPATRICK,
Commissioner.

Case No. 39.

Wak-e-o-tubbe, a witness produced and sworn on the part of the claimant, testifies as follows: That he is about fifty-two years of age, and is no kin to the claimant; at the date of the treaty of Dancing Rabbit Creek he lived about fifteen miles from claimant, and was well acquainted with her and her family; she was then the head of a Choctaw family and had one child, a male, under ten, named Ka-yo-cubbe or Hick-a-yo-tubbe, who died about six months since and left no issue. She then lived on Kan-touky Creek, where she had a house and farm in Leflore's district, now Neshoba County; she continued to live there five years after the ratification; U-ea-gah was her nearest neighbor; she then moved to a place on Bogue-chitto, about fifteen miles from her old place, where she has continued ever since.

Witness testifies that claimant went in person to her uncle, E-ath-la-pah, & requested him to have her name registered, in order that she might be entitled to her land. She never moved west nor left the ceeded territory; never received any grant of land under any other article of the treaty; never received any part of the annuity the year she signified her intention to remain and take land, and never within five years from the ratification made any contract for the sale of her land, claim, or scrip, to the knowledge of the deponent. Knows no Choctaw who moved west, returned, and now claims land.

1st cross-interog. The treaty of Dancing Rabbit Creek was about fourteen or fifteen years ago.

2d cross-interog. Witness states Ka-zo-cubbe, the child of claimant, died about six months since. It has been about twenty-four years since the treaty of Doak's Stand or Puk-shah-nubbe's treaty; claimant had no child at that time.

3d cross-interog. The claimant at the date of the treaty lived upon good bottom land.

Cross-int. to 6th int. in chief. The claimant never to his knowledge made any contract for the sale, in whole or in part, of his claim, land, or scrip, within five years from the date of the treaty.

WAK-I-O-TUBBE, his x mark.

Sworn to and subscribed before me at Tow-wah-lah, May 28, 1845.

F. M. KILPATRICK,
Com'ss'ner.

Ah-took-lan-tubbe, sick at home, unable to attend, & requests his wife to represent him. His wife, E-ah-hah-pah-ho nah, being 4 feet 10½ inches high, about 50 years of age, states that Ah-took-lan-tubbe is a full-blood Choctaw, & at the date of the treaty of Dancing Rabbit Creek was the head of a Choctaw family. He then had living with him his wife and the following unmarried children, to wit:

1. Ok-in-to-lah-ho-nah, then over 10 years of age.
2. E-lah-pin-le ho nah, over 10, present.
3. Yun-ok-in-tubbe, under 10, absent.
4. Ah-no-ah-tubbe, under 10.

He then resided in Leflore's district, now Nashoba County, on a branch called We-ah-ta-cah-la, where he had an improvement on which he continued to live about seven years, when he was dispossessed by a white man by the name of Joe Kern.

Within six months after ratification, he went over to the annuity at

Ben Leflore's, where Ward, the agent then was, to get his name registered for the five years' stay. He was also at the council at We-ah-ta-cah-la, where he engaged Pis-ah-no-wah to assist him on arriving at Leflore's in getting his name registered for the five years' stay. He never received any grant of land under any other article of the treaty, and never within five years after ratification, so far as this declarant knows, made any contract for the sale of his claim, or for any scrip in lieu of land.

E-ah-hah-pah-ho nah, her x mark.

Sworn to & subsc ribed before us this 30th day of May, 1844.

GEO. S. GAINES.
S. RUSH.

Lah-bah-tubbe.

Ah-took lan-tubbee, absent, by his wife, E-ah-hal-poh-ho-nah.—Case No. —.

Lah-bah-tubbe, a witness produced on the part of the claimant in the above case, being duly sworn and examined, testifies as follows: That he is about 33 years old; knows the claimant whose name is Ah-took-lan-tubbee, & is not related to him. At the date of the treaty he knew him & his family well & lived one mile from him; he is a Choctaw and was the the head of a Choctaw family then; he is now very sick and unable to attend; he has very sore eyes; at the date of the treaty he had a wife and four children; her name is E-ah-hae-poh-ho-nah, and the childdren, Ok-in-to-lah ho-nah, then over ten, present, and then unmarried; E-lah-pin-le-ho-nah, then over ten, now present, and then unmar ried; Yun-ok-in-tubbe, then under ten, absent; and Ah-no-ah-hubbe, then under ten, present; at the date of the treaty he had a house & field at We-ah-tah-ca-la, Leflore's district, now Neshoba Co., and Ok-lah-mi-ye. was his nearest neighbor; he nor either of his children ever went west, but always remained in the ceded country; his land was good; he lived there about seven years after the treaty, when he was dispossessed by a white man named Josiah Keane. Witness saw the claimant at the council at We-ah-ta-ca-la, held for the purpose of arranging to go to the annuity at Leflore's for the purpose of being registered for the five years' stay; and there Pish-a-no-wah told him that claimant had requested him to have his name registered at Leflore's at the annuity, and he saw him at the annuity afterwards. The reason of his not being registered was that the agent refused to register any more; this was a little after the middle of the first summer after the treaty; corn was getting hard; claimant took no part of the annuity, nor did he obtain any land under any other article of the treaty to his knowledge. Within five years after the ratification of the treaty, he neither sold or agreed to sell any portion of his claim or scrip to be had in lieu thereof to the best of his knowledge; he knows of no Choctaw having been west, since returned, & claims land; he had, at the treaty of Doke's Stand, two children.

LAH-BAH-TUBBE, his x mark.

Sworn to & subscribed before us this 30th day of May, 1844.

GEO. S. GAINES.
S. RUSH.

Te-ah-po-le, dead, by his son Unteah tubbe.—Case No. —.

E-lah-ba-cubbe, a witness, being duly sworn, testifies that the claimant, at the date of the treaty of Dancing Rabbit Creek lived on the same section of land with his son, Un te ah tubbee, the numbers of which section were taken in the spring of 1843 by Joseph Marshall & filed with the board.

E-LAH-BA-CUBBE, his x mark.

Sworn to & subscribed before us 12th Nov'r, 1844.

WM. TYLER.
GEO. S. GAINES.
S. RUSH.

Case of Te-ah-po-le, dead, by his son, Un-te-ah-tubbe, who being feet 5 inches 7 high, & about 47 years of age, states that Te-ah-po-le was a full-blood Choctaw, and at the date of the treaty of Dancing Rabbit Creek was the head of a Choctaw family; that is, he had a house & field of his own & supported himself. At the date of the treaty he resided in Me-shu-la-tubbe district, now Kemper County, at Co-a-tau-cah-le, but he moved to Sook e natche, where he made an improvement, about two & a half months after the treaty, and continued to live there upwards of seven years, when he moved with others further up the river & soon afterwards died.

Within six months after ratification he went to the old factory on Bigbee River, where Gains kept store, & where Ward, the agent, then was, & there went to Ward and got his name registered for the five years' stay. He never received any grant of land under any other article of the treaty, and never, within five years after ratification, to the knowledge of this declarant, made any contract for the sale of his claim, or for any scrip in lieu of land.

UN-TE-AH-TUBE, his x mark.

Sworn to & subscribed before us this 25th day of July, 1844.

GEO. S. GAINES.
S. RUSH.

Te-ah-po-le, dead, by his son. Unte ah tubbe.—Case No. —.

E-la-ba-cubbe, a witness produced on the part of the claimant in the above case, being duly sworn & examined testifies as follows: He is about 33 years old; knew the claimant, and was no kin to him; at the date of the treaty of Dancing Rabbit Creek, which was nearly fourteen years ago, he knew him well; he then had a house and field of his own, but no children; the place was on Suck-a-natch-a, where he moved about two months and a half after the making of the treaty, in Mush-u la-tubbe' district, now Kemper County. He remained on his land upwards of seven years, when he moved further up the river, & soon afterwards died. Within six months from the treaty he attended at the old factory where Ward, the agent, was and had his name registered for the five years' stay. His nearest neighbor was the representative. He never went west, nor did he ever leave the ceded territory. He took no part of the annuity, obtained no land under any other article of the treaty, nor has he within five years after ratification made any contract for the sale of his land, claim, or scrip to his knowledge. He knows of no Choctaw that has returned from the west, and now claims land.

Cross-examined by the agent of the board:

Claimant's wife was dead before the treaty. He lived half a mile from Un-te-ah-tubbe. He & his son lived on the same section. At the date of the treaty he had the house logs cut at the place where he moved to and he went & finished it after the treaty. He & his son moved to the same place & had different houses and on the same section. The logs for the house were cut before going to the treaty.

E LA BA CUBBE, his x mark.

Sworn to & subscribed before us this 25th day of July, 1844.

GEO. S. GAINES,
S. RUSH,
Com's.

Ah-ho-le tubbe, being 5 feet 9½ inches high, about 45 years of age, states he is a full-blood Choctaw, and at the date of the treaty of Dancing Rabbit Creek was the head of a Choctaw family. He then had living with him a wife, Ah-shah-che-ho-nah, now sick at home, and the following children, to wit:

1. Ah-me-ah-che, f., then under 10 years of age, sick at camp.
2. Su-pe-sah, under 10 " " present.
3. Ha-mah, under 10 present.

He then resided in Ne-tah-ca-cha's district, now Newton County, on To-nek-he-le Creek, where he had an improvement, on which he continued to live about six years, when he was dispossessed by a white man named Myers. He then moved to Noh it le pah le, where he has continued ever since to live.

Within six months after ratification he signified to Ward, the agent, his intention to remain & take the five years' stay. His signification was made through Capt. Bob, & his three associates, as may be seen by reference to the general deposition of Capt. Bob, taken before the board on 12th instant. He never received any grant of land under any other article of the treaty, and never within five years after ratification made any contract for the sale of his claim or for any scrip in lieu of land.

AH-HO-LE TUBBE, his x mark.

Sworn to & subscribed before the board this 16th July, 1844.

GEO. S. GAINES.
S. RUSH.

E lah tam be.

Ah-ho-le-tubbe.—Case No. —.

E-lah-tam-be, a witness produced on the part of the claimant, being duly sworn & examined, testifies as follows: That he is forty-five years of age, and is no kin to claimant. At the time of the treaty of Dancing Rabbit Creek, which was nearly fourteen years ago, he lived three miles from claimant, and was well acquainted with him and his family. He was then the Choctaw head of a family, and had living with him a wife, Ah-sah che-ho-nah, now sick at home, and three unmarried children: 1. Ah-me-ah-che, sick at the camp, f. 2. Su-pe-sah, present. 3. Ha-mah, present. All under ten years of age. He had a house & field on To-nik-he-le Creek, in Ne tah-ca-cha's district, now Newton County. His nearest neighbor was Tah-bo-kah. Claimant never moved west,

nor ever left the ceded territory, but continued to live on his place six years, when he was dispossessed by a white man named Myers. He then moved to Fokit le pah le, where he has continued ever since to live. Witness saw claimant at the council on Chunka Creek, which was held early in the summer next after the treaty. The Chunka people met at this council for the purpose of making arrangements to send up to Ward, the agent, to have their names registered for the five year's stay. Capt. Bob and three others were appointed at the council to go to Ward for this purpose; and he believes that they took the name of claimant with all the rest. He received no part of the annuity, obtained no grant of land under any other article of the treaty, and made no contract within five years after ratification for the sale of his land, claim, or scrip in lieu of land, to the knowledge of witness. He knows of no Choctaw who moved west, has returned, & now claims land.

Cross-examined by the agent of the board:

Does not know of the claimant's making any paper with any one within five years after the treaty. He did not attend the treaty of Dancing Rabbit Creek.

E-LAH-TAM BEE, his x mark.

Sworn to & subscribed before us this 16th day of July, 1844.

GEO. S. GAINES,
S. RUSH,
Com'rs.

Con-ah-le-ho-yo, f., being 5 feet 2 inches high, about 45 years of age, states that she is a full-blood Choctaw, and at the date of the treaty of Dancing Rabbit Creek was the head of a Choctaw family. She then had living with her the following unmarried children, to wit:

1. Nok-e-ne ah-tubbe, then over 10 years of age; dead.
2. Con-cha-too-nah, under 10 " absent.
3. Tah-na-tubbe, under 10, present.
4. Oo-kah-hubbe, under 10, present.
5. I yit ha-nubbe, under 10, absent.

She then resided in Leflore's district, now Smith County, on Chenok-e-be, where she had an improvement on which she lived about five years after the treaty, when a white man dispossessed her. She then move' to where she now lives, & has lived there ever since.

Within six months after ratification she signified to the agent, through Tobla Chubbe and James Toby, her intention to remain and take the five years' stay; for particulars on this point the declarant refers to the general depositions of Tobla Chubbe & James Toby, taken before the board at Yazoo during their session at that place. She never received any grant of land under any other article of the treaty, and never within five years after ratification made any contract for the sale of her claim, or for any scrip in lieu of land.

CON-AH-LE-HO YO, her x mark.

Sworn to & subscribed before us this 4th day of June, 1844.

GEO. S. GAINES.
S. RUSH.

Sho-co-pam-be (James Nah-con-sha).

Con-ah-le-ho yo.—Case No. —.

Sho-co-pam-be, or James Maconsha, a witness produced on the part of the claimant in the above case, being duly sworn and examined, testifies as follows: That he is about 34 years old. Knows the claimant, whose name is Con-ah-la-ho-yo, and is no kin to her. At the date of the treaty he knew her and her family well & lived about 7 miles from her. She is a Choctaw & was then the head of a Choctaw family. She had five children: Nok-e-ne-ah-tubbe, then over ten, dead; Con-cha-too nah, then under ten, absent. Witness thinks this child was just about ten years old then; Tah-na-tubbe, then under ten, present; Oo-kah hubbe, then under ten, present, and I-yat-ah-nubbe, then under ten, absent. They were all unmarried at the date of the treaty and lived with claimant. She then had a house and field on Chenok-e-be Creek, Leflore's district, now Smith Co., and her nearest neighbor was Na-cho-tah. The land was pretty good. She nor either of her children ever went west. She remained on her place a little over five years after the treaty, when she was disposs'ed by a white man, but he used no force, when she moved to Hachusa, where she has lived ever since. At the council at Hah-chu sa, she requested Tobla chubbe and James Toby to take her name to be registered by Ward for the five years' stay; he was present when she asked them. They reported on their return from the agency that Col. Ward was absent and Stephen Ward would not register the names of those who were not present. This was the summer after the treaty, during peach and fodder time. She took no part of the annuity, received no land under any other article of the treaty, nor within five years after the ratification of the treaty she neither sold or agreed to sell any portion of her claim or scrip to be received in lieu of land, to this witness' knowledge. He knows of no Choctaw having been west, since returned, & now claims land. At the treaty of Doke's Stand claimant had one child, of which he is positive, and there might have been another, but as to that he is not sure.

SHO-CO-PAM BE or JAMES NACONSHA, his x mark.

Sworn to and subscribed before us this 4th day of June, 1844.

GEO. S. GAINES.
S. RUSH.

July 16, 1844.

To-bla-chubbe, a witness produced and duly sworn on the part of the claimant in the above case, testifies as follows: That he knows the claimant, Con-ah-le-ho-yo. The children present are named Con-cha-too-nah and I-at ah-nah (or) nubbee, and the claimant's own children, who were absent on the trial of the case. The claimant herself is absent in consequence of illness.

TOBLA-CHUBBE, his x mark.

Sworn to & subscribed before us this 16th day of July, 1844.

GEO. S. GAINES,
S. RUSH,
Com's.

Low-is-oo-nah, f., dead, by her nephew, Nook-fa-lah, for himself & other heirs, being 5 feet 7 inches high, about 50 years of age, states that Low-is-oo-nah was a full-blood Choctaw, and at the date of the treaty of

Dancing Rabbit Creek was the head of a Choctaw family. She then had living with her one child, to wit:

1. Pis-tik-e-ah (m.), then over 10 years of age, since dead.

She then resided in Leflore's district, now Nashoba County, on We-ah-ta cah-la, where she had an improvement, on which she lived until her death, which took place about six years ago.

Within six months after ratification she went over to the annuity at Ben Leflore's, where Ward, the agent, then was, to give in her name for the five years' stay. She also attended the council at We ah la cah la, and then spoke to Pis-ah-no-wah to assist her, on their arrival at Leflore's, to get her name registered. She never received any grant of land under any other article of the treaty, and never, within five years after ratification, made any contract, so far as this declarant knows, for the sale of her claim, or for any scrip in lieu of land.

NOOK-FA-LAH, his x mark.

Sworn to & subscribed before us this 5th day of June, 1844.

GEO. S. GAINES.
S. RUSH.

Tim-ah-la ha-cha.

Low-is-oo-nah, dead, by her nephew, Nook fa-lah.—Case No. —.

Tim-ah-la-ha-cha, a witness produced on the part of the claimant in the above case, being duly sworn and examined, testifies as follows: That he is about 31 years old; knows the claimant, whose name is Low-is-oo-nah, and is no relation to her. At the date of the treaty he knew her & her family well, & lived ½ mile from her. She was a Choctaw, and then the head of a Choctaw family. She had one child, whose name is Pis-tik-e-ah, then over ten years old, dead; this child left no heirs. She had then a house and field on We-ah-ta-ca la, Leflore's district, now Nashoba County, and her nearest neighbor was Loo-ma-ta-cha. The land was tolerable good. She nor her child ever went west. She remained with her child on the same place till her death. She died about six years after the treaty, and the child about four years ago. Witness saw the claimant at the council at We-ah-ta-ca-la, held for the purpose of arranging to go to the annuity at Ben. Leflore's to be registered for the five years' stay, and there Pis-a-no-wah told him (witness) that she had requested him to have her name registered, and he also saw her at Ben. Leflore's at the annuity. Pis-ah no wah had no opportunity to apply to be registered before the agent refused to enter any more names. This occurred during the first summer after the treaty, during peach time; some people had commenced pulling fodder. Claimant took no part of the annuity, because she did not wish to go west, but remain and take land. She obtained no land under any other article of the treaty, nor within five years after the ratification of the treaty has she either sold or agreed to sell any portion of her claim, or scrip to be had in lieu thereof, to the best of witness' knowledge. He knows of no Choctaw having been west, since returned, and is now claiming land. She had one child at the date of the treaty at Doke's Stand.

TIM-AH-LA-HA-CHA, his x mark.

Sworn to & subscribed before us this 5th day of June, 1844.

GEO. S. GAINES.
S. RUSH.

Pis-ah-no-wah, dead, by his father Pus-ah-ka, as next friend, &c., who being 5 feet 5¼ inches high, about 80 years of age, left eye out, states that Pis-ah-no-wah was a full-blood Choctaw, and at the date of the treaty of Dancing Rabbit Creek was the head of a Choctaw family. He then had living with him a wife, Ah-no-le-te-mah, and four unmarried children, to wit:

1. Ty-ah, under 10 years of age, gone west.
2. Ik-o-nan-tubbe, under 10, gone west.
3. Sal-am-ah, under 10, gone west.
4. A male infant, name not recollected, gone west.

He then resided in Leflore's district, now Nashoba County, at a place called Ok-e-ho-lo, where he had an improvement on which he lived for about four years after the treaty, when he was dispossessed by a white man by name of Kellin. He then moved to Tah-lash-ah, where he continued to live until his death, which took place about six years ago. About the time of the second emigration, Pis-ah-no-wah took another wife, which so offended his old wife and children that they seperated from him and moved west. He had one child by his new wife & one by another woman, named Can-o-mo-tubbe & E-lan-che-mah.

Within six months after ratification he went over to the annuity at Ben Leflore's, where Ward the agent then was, to signify to the agent his intention to remain & take the five year's stay. He was at the council at We ah la cah la, and there acted as the leader of those of the Mogolushahs as were opposed to removing west. He never received any grant of land under any other article of the treaty, and never within five years after ratification, so far as this declarant knows, made any contract for the sale of his claim, or for any scrip in lieu of land.

PUS-AH-KA, his x mark.

Sworn to & subscribed before us this 2 day of July, 1844.

GEO. S. GAINES.
S. RUSH.

E-lo-man-took-ubbe.

Pis ah no wah, dead, by his father, Pus ah ka.—Case No. —.

E lo mon to cubbe, a witness produced on the part of the claimant in the above case, being duly sworn & examined, testifies as follows: That he is about 40 years old; knew the claimant Pis-ah-no-wah, who is dead, and he died six years ago, and was no kin to him. The treaty of Dancing Rabbit Creek was fourteen years ago, when he knew claimant & his family well, and lived less than half a mile from him. He was then a Choctaw head of a family, and had living with him, and unmarried, four children, and his wife, named Ah-no-le-te-mah, gone west, went in the second emigration about two years after the treaty. The children named; Ti-yah, then under ten, years old, went west with its mother; Ik o nan tubbe, then under ten, gone west also, went with the mother; Sal-am-ah, then under ten, gone west also, went with the others; and a very small child, not named, went with its mother west. He then had a house and field on Ok-e-ho-lo, Leflore's district, now Nashoba County, and his nearest neighbor was Pus-ah-ka. The land was not very good; claimant never went west, but remained in the ceded country until his death. He lived on his place four (4) years after the treaty, & he was then dispossed by a white man, when he settled on Talusha, about (4) four miles off, where he lived until his death. He married another wife about one

year after the treaty, which was the cause of his first wife's leaving him and going west with her children. The witness saw claimant at the council at We-ah-ta-ca-la, held by the Mogalusha people for the purpose of arranging to go to Ward's to have their names registered for the five years' stay, where the claimant made a speech to the people, in which he said he had determined himself to stay and take land. He went to Leflore's at the annuity to be registered for the five years' stay, but did not get it (his name) registered. Cobb and his people, the Bogue Chittos, and others were to be registered before the Mogalushas, and the agent refused to register before their turn came. He does not know whether claimant attended on Ward in person, but knows he was waiting to do so, and to conduct his people. Claimant took no part of the annuity that year; has obtained no land under any other article of the treaty; nor within five years from the ratification of the treaty has he made any contract or paper in regard to his claim or land to his knowledge. Knows no Choctaw who has been west, returned, and claimed land.

ELO MON TO CUBBE, his x mark.

Sworn to & subscribed before us this 2d day of July, 1844.

GEO. S. GAINES,
S. RUSH,
Commr's.

Lo-ma-ta-cha.—Case —.

Nok e na tubbe, a witness in this case, being duly sworn, testifies that Lo-ma-ta-cha, the claimant at the time of the treaty of Dancing Rabbit Creek, lived on the same section of land on which Nook-fa-lah then lived, as pointed out by him to Wm. Herbert last spring a year ago.

NOK-E-NA-TUBBE, his x mark.

Sworn to and subscribed before us this 16th day of November, 1844.

WM. TYLER,
GEO. S. GAINES,
S. RUSH,
Commiss'rs.

Claim of Lo-mah-ta-che, dead, by his brother-in-law, Nook fa lah, next friend, &c., who, being 5 feet 7 inches high, about 50 ft years of age, states that the deceased was a full-blood Choctaw, and at the date of the treaty of Dancing Rabbit Creek was the head of a Choctaw family. He then had living with him a wife, name Pis-tah-o-nah, since dead, and one child, to wit:

1. Tith-le-o-tubbe, then under 10 years of age, present.

He then resided in Leflore's district, now Nashoba County, on We-ah-ta-cah-la, where he had an improvement, on which he continued to live to the time of his death, which took place eight years after the treaty.

Within six months after ratification he went over to the annuity at Ben. Leflore's, where Ward, the agent, then was, for the purpose of getting his name registered for the five years' stay. He likewise attended the council at We ah ta cah la, where he engaged Pis-ah-no-wah to assist him, on their arrival at Leflore's, to get his name registered. He never received any grant of land under any other article of the treaty, and never within five years after ratification made any contract for the

sale of his claim, or for any scrip in lue of land, so far as this declarant knows.

NOOK-FA-LAH, his x mark.

Sworn to & subscribed before us this 4th day of June, 1844.

GEO. S. GAINES.
S. RUSH.

Te-mah-la-ha-cha.

Lo-mah-ta-che, dead, by his brother-in-law, Nook-falah.—Case No.—

Te-ma-la-ha-chah, a witness produced on the part of the claimant in the above case, being duly sworn & examined, testifies as follows: That he is about 34 years old. Knew the claimant, whose name was Loo-mah-ta-che, and is no relation to him. At the date of the treaty he knew him and his family well, and lived less than ½ mile from him. He, claimant, was a Choctaw, and the head of a Choctaw family at that time, consisting of a wife and one child. Wife's name, Tes-ti-o-nah, & the child, Tith-le-o-tubbe, then under ten years of age, present, and then living with his parent. He then had a house and field on We-ah-ta-ca-la, Leflore's district, now Nashoba County, and Nooh fa la his nearest neighbor. The land was tolerable good. The claimant nor his child never went west, but always remained in the ceded country. He never was dispossessed; after the death of the claimant & his wife, this child went to live with Nooh-fah-la. The claimant died about eight years after the treaty. Claimant was at the council at We-ah-ta-ca-la, held for the purpose of arranging to have their names registered for the five years' stay, when claimant told witness that he had requested Pis-a-no-wah to have his name registered when they arrived at the annuity at Ben. Leflore's, and witness saw him at this annuity. The witness does not know the cause why claimant was not registered, but understood that the agent refused to register them. This was a little after the middle of the first summer after the treaty. It was in fruit time. Corn was getting ripe, & some had begun to feed fodder. Claimant took no part of the annuity, has received no land under any other article of the treaty, nor within five years after the ratification of the treaty either sold or agreed to sell, any portion of his claim, or scrip to be received in lieu thereof, to the best of witness' knowledge. He knows of no Choctaw having been west, since returned, and claims land.

TE-MA-LA-HAH-CHE, his x mark.

Sworn to & subscribed before us this 4th day of June, 1844.

GEO. S. GAINES.
S. RUSH.

E-lah-hook-ta.—Case No. —

Nok-e-na-tubbe, a witness in this case, being duly sworn, says that the claimant lived at the time of the treaty on the resident section of E-mah-shah-chubbe, as pointed out by him to Hugh Harrison, last spring a year ago.

NOCK-NA-TUBBE, his x mark.

Sworn to and signed before us this 16th day of November, 1844.

WM. TYLER,
GEO. S. GAINES,
S. RUSH,
Commissr's.

Case of E-lah-hok-ta, dead, by her adopted daughter, E-la-che-ho-nah, who, being 5 feet 2 inches high and about 26 years of age, states that E-lah-hok-ta, was a full-blood Choctaw, and at the date of the treaty of Dancing Rabbit Creek was the head of a Choctaw family. She then had living with her one child, this declarant, then over 10 years of age. She then resided in Leflore's district, now Nashoba County, at a place called Ok-e-ho-lo, where she had an improvement, on which she lived about three years after the treaty, when she was dispossessed by a white man named James Herrington. She then moved to Tah-lash-ah, where she continued to live until her death, which took place about six years after the treaty.

Within six months after ratification she went over to the annuity at Ben. Leflore's, where Ward, the agent, then was, & offered to signify her intention to remain & take the five years' stay. She likewise attended the council at We-ah-ta-cah-la, where she engaged Pis-ah-no-wah, on arriving at Leflore's, to assist her in getting her name registered. She never received any grant of land under any other article of the treaty, and never within five years after ratification, so far as this declarant knows, made any contract for the sale of her claim or for any scrip in lieu of land.

E-LA-CHE-HO-NAH, her x mark.

Sworn to & subscribed before us this 18th July, 1844.

GEO. S. GAINES.
S. RUSH.

Wak-iah-tubbe.

E-lah-hok-ta, dead, by her adopted daughter, E-la-che-ho-nah.—Case No. —.

Wak-ah-tubbe, a witness, produced on the part of the claimant, being duly sworn & examined, testifies that he is forty-five years old, and is no kin to claimant. At the date of the treaty of Dancing Rabbit Creek he lived two miles from claimant; was well acquainted with her & her family. She was then the Choctaw head of a family, and had living with her one child, Ela-che-ho-nah, then over ten years of age, present. She then had a house & field at Ok-e-hoo-lo, in Leflore's district, now Nashoba County. Her nearest neighbor was Im ah sha chubbe. She never moved west, nor left the ceded teritory, but continued to live on her place for about three years after the treaty, when she was dispossessed by a white man name James Herrington. She then moved to Tah-lash-ah, where she continued to live until her death, which took place about six years after the treaty. Witness saw claimant at the council at We-ah-tah-cah-le, which was held there a little after the middle of the summer next after the treaty, when the Mogolushah people met to make arrangements to go over to the annuity at Ben. Leflore's, where Ward, the agent, was, to signify their intentions to remain & take the five years' stay. He afterwards saw her at the annuity, & understood from her that she had spoken to Pis ah no wah to assist her in getting her name registered. She took no part of the annuity, obtained no land under any other article of the treaty, and made no contract for the sale of her land, claim, or scrip, to the knowledge of witness within the five years after the ratification of the treaty.

Cross-examined by the agent of the board:

Claimant had no children of her own. This child was claimant's granddaughter, & she took her when she was very small and raised her. He understood Jim Herrington had turned her off, & he afterwards saw

him at work on her place. Claimant told him Jim Herrington was going to turn her off.

WAK-AH-TUBBE, his x mark.

Sworn to & subscribed before us this 18th day of July, 1844.

GEO. S. GAINES,
S. RUSH,
Com's.

To-man-cha-hubbe, 5 ft., 6½ in., 50 years old, states that he is a full-blood Choctaw, and at the date of the treaty of Dancing Rabbit Creek was the head of a Choctaw family; he had no children. He then resided in Leflore's district, now Nashoba Co., on Kus-tush-ah Creek, where he had an improvement, on which he then lived, and continued ever since to live.

Within six months after ratification he went over to the annuity at Ben Leflore's, where Ward, the agent, then was, to get his name registered for the five years' stay. He likewise attended at the council of We-ah-tah-cah-la and spoke to Ha-lubbe to assist him in getting his name registered. He never received any grant of land under any *any any* other article of the treaty, and never, within five years after the ratification, made any contract for sale of his claim or for any scrip to be given in lue of lands.

TO-MAN-CHA-HUBBE, his x mark.

Sworn to & subscribed before us this 20th day of May, 1844.

WM. TYLER.
GEO. S. GAINES.
S. RUSH.

Wak-i-ah-tubbe.

To-man-cha-hubbe.—Case No. —.

Wak-i-ah-tubbe, a witness produced on the part of the claimant in the above case, being duly sworn and examined, testifies as follows: That he is about 44 years of age; knows the claimant, whose name is To-man-cha-hubbe; is not related to him. At the date of the treaty he lived 4 miles from him, & knew him and his family well. He, claimant, was then a Choctaw & the head of a Choctaw family; he had no children. He had a house & field on Kus-tush-a Creek, Leflore's district, now Neshoba Co.; his nearest neighbor was To-ble-cha; the land was pretty good; he has lived on it ever since, and never went west. Witness saw the claimant at We-ah-tah-ca-la at the council held there to arrange to go to the annuity at Ben Leflore's to be registered, and also saw him at Leflore's. He (claimant) was not registered. Witness does not know why the claimant did not succeed in getting his name registered; but very many went for that purpose, he among them. This was a little after the middle of the first summer after the treaty. The claimant never received any land under any other article of the treaty, nor received any part of the annuity. He has neither sold or agreed to sell his land, or scrip to be had in lieu thereof, within five years after the treaty, to the witness' knowledge.

WAK-I-AH-TUBBE, his x mark.

Sworn to & subscribed before us this 20th day of May, 1844.

WM. TYLER.
GEO. S. GAINES.
S. RUSH.

E-ah-kah-tubbe.— Case —.

Nok ena tubbe, a witness in this case, being duly sworn, says that E ah kah tubbe, the claimant, at the time of the treaty of Dancing Rabbit Creek lived on the resident section of Ta-nam-pa sta-ka, as pointed out by him to Hugh Harrison last spring a year ago.

NOK-E-NA-TUBBE, his x mark.

Sworn to and subscribed before us this 16th day of November, 1844.

WM. TYLER,
GEO. S. GAINES,
S. RUSH,
Commiss's.

E-ah-kah-tubbe, dead; by his brother, Nook-fa-lah, as next friend, &c., who, being 5 feet 7 inches high, about 50 years of age, states that E-ah-kah-tubbe was a full-blood Choctaw, and at the date of the treaty of Dancing Rabbit Creek was the head of a Choctaw family. He then had a wife and one child living with him; his wife's name, Ah fanah-to na.

1. A-mah-ho-nah, then over 10 years of age, absent.

He then resided in Leflore's district, now Nashoba County, on We-ah-ta-cah-la, where he had an improvement, on which he lived until his death, which took place about four years after the treaty. His wife continued there one year longer and then moved to her father's.

Within six months after ratification he went over to the annuity at Ben Leflore's, where Ward, the agent, then was, to get his name registered for the five years' stay. He likewise attended the council at We-ah-ta-cah-la, and there spoke to Pis ah no wah to assist him, on their arrival at Leflore's, in getting his name registered. He never received any grant of land under any other article of the treaty, and never within five years after the ratification made any contract for the sale of his claim, or for scrip in lieu of lands, so far as this declarant knows.

NOOK-FA-LAH, his x mark.

Sworn to & subscribed before us this 5th day of June, 1844.

GEO. S. GAINES.
S. RUSH.

Tim ah la ha cha.

E-ah-kah-tubbe, dead, by his brother Nook-fa-lahe.—Case No. —.

Tim-ah-la-ha-cha, a witness produced on the part of the claimant in the above case, being duly sworn and examined, testifies as follows: That he is about 34 years old; knows the claimant, whose name is E-ah-kah-tubbe, and is no relation to him. At the date of the treaty he knew him and his family well and lived about ½ mile from him. He was at that time a Choctaw, and the head of a Choctaw family consisting of a wife and one child; wife's name, Ah-fah-ma-to-nah, and the child, A-mah-ho-nah, then over ten years old, and living with her father; absent. He then had a house and field on We-ah-ta-ca-la, Leflore's district, now Nashoba County, and his nearest neighbor was Ta-naw-pis-ta-gah. The land was not very good; he, claimant, never went west; he always remained, until his death, on this place, which occurred four years after the treaty; his wife lived one year after that & then moved, but does not know where she moved to; witness saw the claimant at the council at We-ah-ta-ca-la, held for the purpose of arranging to go to the annuity

at Ben Leflore's, to be registered for the five years' stay, and also saw him at the annuity at Ben Leflore's; witness saw the claimant among those who voted to stay in this country and take land at the council at We-ah-ta-ca-la. They, the Mogalushas, were not registered, the claimant among them, the agent refusing to register their names. This was a little after the middle of the first summer after the treaty. Claimant took no part of the annuity, received no land under any other article of the treaty, nor has he within five years after the ratification of the treaty either sold or agreed to sell his claim, or scrip to be received in lieu thereof, or any portion of either, to the best of this witness' knowledge. He knows of no Choctaw who has been west, since returned, and claims land; claimant had one child at the date of the treaty at Doke's Stand.

TIM-AH-LA-HA-CHA, his x mark.

Sworn to & subscribed before us this 5th day of June, 1844.

GEO. S. GAINES.
S. RUSH.

Mi-ah-chubbe, alias Im-i-a-chubbe, dead, by his nephew, Ah-shal-in-tubbe, for the rightful heir, who, being 5 feet 11 inches high, about 45 years old, states that Me-ah-chubbe, deceased, was a full-blood Choctaw, and at the date of the treaty of Dancing Rabbit Creek was the head of a Choctaw family; that is, he had a house & field of his own and supported himself. He then resided in Ne-tac-ka-cha's destrict, now Newton County, on Bogue Fah-li-ah, where he lived for seven years after the treaty, when he was dispossessed by a white man named Robertson; he settled another place two miles off, and died there about four years ago.

Within six months after ratification he signified to Ward, the agent, through Capt. Bob and his three associates, his intention to remain & take the five years' stay. For particulars refer to the general deposition of Capt. Bob, taken before the board on 12th inst. He never received any grant of land under any other article of the treaty, and never within five years after ratification, so far as this declarant knows, made any contract for the sale of his claim or for any scrip in lue of land.

AH SHAL IN TUBBE, his x mark.

Sworn to & subscribed before us 18th July, 1844.

GEO. S. GAINES.
S. RUSH.

E-lah-tam-be, 45.

Mi-ah-chubbe, alias Im-i-ah-nubbe, dead, by his nephew, Ah shal in tubbe.—Case No. —.

E-lah-tam-be, a witness produced on the part of the claimant, being duly sworn & examined, testifies as follows: That he is about 45 years old, & is no kin to claimant. At the time of the treaty of Dancing Rabbit Creek, which was nearly fourteen years ago, he lived two miles from claimant, & knew him and his family well. He was then the Choctaw head of a family, that is, he had a house & field of his own, & supported himself, but had no children nor wife. His house and field were on Bogue Fah-li-cah, in Ne-tah-ka-cha's district, now Newton County. His nearest neighbor was Ok-lah-tubbe. Claimant never moved west, nor left the ceded territory, but continued to ocupy the same place for about seven years, when he was dispossessed by a white man named Robertson. Witness saw claimant at the council on Chunka Creek, which was

held early in the first summer after the treaty, where all the Chunka people met for the purpose of making arrangements to send up to Ward, the agent, to get their names registered for the five years' stay. Capt. Bob & three others were appointed at this council to go up to Ward for this purpose, & he is confident that they took claimant's name with the others. Claimant took no part of the annuity for that year; obtained no grant of land under any other article of the treaty, and made no contract, within five years after ratification, for the sale of his claim, land, or scrip, to the knowledge of witness. Knows no Choctaw who has been west, returned, & claims land.

Cross-examined by the agent of the board:

He understood Robertson was going to take his land, & he happened to be passing by & saw him dispossess him. Ok-lah-tubbe is dead. The representative's sister left two daughters, named Wa-te-mah & Hol-bah-ho-nah, & three boys, Ah-tok-lam-bee, Kon-she ti yah, & Kun-e-mo-nubbe. The claimant never made any paper in regard to his land within the five years, to his knowledge.

E-LAH-TAM-BEE, his x mark.

Sworn to & subscribed before us this 18th day of July, 1844.

GEO. S. GAINES,
S. RUSH.
Com's.

No. 40.

The deposition of Heahka, a full-blood, taken at Hopahka this 4th Jan'y, 1843, to be read as evidence in behalf of claim of Ah hio chubbee, No. 40; the witness, being first sworn, deposes & says:

That he knows the claimant well; that he is reported to be a man of truth. That he (this deponent) lived about 4 miles from claimant at the time of treaty. That he had at that time a wife & four unmarried children living with him, viz:

1. Min tor ho nubbee, the oldest, and present, pointed out.
2. Had no name; died before the treaty.
3. I ah ho nah, young woman, present, & pointed out.
4. Che tubbe, a boy, present, & pointed out.

That the first child was born at the time of treaty at Doke's Stand, & was over ten at time of treaty of Dancing Rabbit. That the 3d child & also 4th were under ten.

That claimant lived in a house to themselves, no other person living in same yard with them, & cultivated a field to themselves under a fence separate from all others. His nearest neighbor was Ah cho latah. The claimant lived at that time about ¼ of a mile from the Pearl River, on the east side; belonged to Cobb's company & to Leflore's district, & whose place is in Leake County as now known. His land was in the edge of the swamp, tolerably level, good, produced well, timbered with oak, &c., used spring water. The claimant made at least four crops on his place after the treaty.

That Onambee, about this time, told the claimant & others that all those living in Leflore's district *district* would that winter be driven by the white people west of the Mississippi River; that the only place where they could remain with safety in this country was on Sookewatchy, in the neighborhood of Little Leader. That there they would be quiet and be undisturbed by the whites. That this Ona ham bee claimed to be a

brother of Little Leader, who was an artful and designing man; had a great deal of cunning & a slick tongue. Ona ham bee was also a slick-tongue man, but was no doubt duped by Little Leader. That Ona ham-bee made frequent visits to neighborhood of claimant & witness, and told these stories, and finally prevailed on seven families to remove, to wit:

1. The claimant.
2. The witness.
3d. Tusca homa & family.
4th. Il le main bee.
5th. Ah ho gleache.
6th. Tah fah mat & Immontahonahi.
7th. Immasia.

That these families settled in the neighborhood within one mile of Little Leader.

That claimant & others moved, believing the talks of On a ham bee & believing, as they were told by him, that they could cultivate Little Leader's land until the white people gave them land in that neighborhood, which they were told they would do. The claimant remained on the Sookewatchy for about six years, & then told witness that he found that Onahambee had been telling him lies, & that Little Leader was not his friend, as he had been told that he was, & that therefore he would return to his old place, which he did do, & finding it vacant took possession thereof, and has remained thereon ever since.

The deponent says that Little Leader did not give to any of those families any open land, but they had to build their own cabins and open their own fields. That they paid Little Leader nothing for his land, but had frequently to work for him, just for their daily food. That the claimant frequently worked in this way for Little Leader when he was very hungry. The deponent says that Little Leader was not a correct man; he did not find him so; that he is very selfish, tyrannical, & overbearing, and did not treat his warriors well.

The claimant always expressed great aversion to go west; has never been west, but has always remained in this country.

The deponent saw claimant at the council at Turnbull's, and saw him go up to Turnbull & heard him tell him to put his name down for the five years' stay; that Turnbull was then making out the list of Capt. Cobb's company, & continued to write, as if he put down the name of claimant.

The deponent states that he saw the claimant at Leflore's at the time of the annuity; that he & witness accompanied Pah lubbee when he delivered the list of Capt. Cobb's company to Ward; that Ward took the list & afterwards asked the witness and Pah-lubbee, the claimant not then being present, if they desired to become citizens of the State of Mississippi. They answered that they did. The deponent says that this interrogation of Ward was addressed to witness & Pah lubbee as an inquiry to know of them if they and all those whose names were on the list wished to become & remain citizens of the State of Mississippi. They answered for themselves & & all the rest, that they did. The claimant & witness then went home, believing they had done all they could.

That about three years after the treaty the claimant & witness went to Columbus to get their papers, showing their claims to land, having just before been told by Capt. Cobb that they could procure their papers there; that they went to Columbus & called upon an officer of the land office there—made known to him their business. This officer examined good many books and then told claimant that his name was not down

under the 14th article of treaty; that claimant then asked him to see if his name was down under the cultivation article of the treaty. He was answered it was not, & he was entitled to no land. The claimant expressed great regret at his disappointment; said it was not his fault, for he had done all he could.

The deponent says that On ah am bee had been light-horseman in Cobb's company & had great influence with his people at the time claimant & others moved to Little Leader's neighborhood, as already stated.

That the deponent does not believe that claimant has obtained any other grant of land under any other article of the treaty; nor does he believe that claimant has sold his land, or made any agreement to sell it, or the scrip, or compensation which he may obtain in lieu thereof.

& farther says not.

HI AK KA, his x mark.

Taken before us this 4th Jan'y, 1843.

J. F. H. CLAIBORNE.
RALPH GRAVES.

Ah-hi-o-chubbee, being a full-blood Choctaw, 5 feet and 4½ inches high, and does not know his age, supposed to be 48 years of age, states that at the date of the treaty of Dancing Rabbit Creek he was the Choctaw head of a family, and had then living with him one unmarried child over ten years of age, and three under ten, to wit:

1. Min ta ho nubbee, over 10, present.
2. I-ah ho-nah, under ten, present.
3. Che tubbee, under ten, present.
4. Wah ki ho te moh (dead), under ten.

That he then resided on the east side of Buck-she-rock-a-bee Creek, in Lafloor's district, about two hundred yards from the creek; land lies well and very good; used spring water.

That he is determined to take the five years' stay under the 14th article of the treaty, and within six months from its ratification he attended a council at George Turnbull's & had his name and the number of his children put down on Cobb's list, which list was presented by Pahlubbee to the agent (Ward) at the annuity at Lafloor's. That he continued to reside on his improvement for about four years after the treaty, when, learning that Cobbs and Pickens had got their reserves under the five years' stay, he went to Columbus in company with Hi ah kah and Nock e chich, a male, to have his reserve also. When he got there he was informed by the agent or officer of government his name did not appear on the register, and that he could not get the benefit of the 14th article; not knowing what to do, and believing that it would be better to save his home and a small piece of land than to lose all, he applied under the 19th article, when he was told by said agent that he could not get any land under that either; after examining his records he returned home, still determined to remain upon his land. A short time after this at Kaht informed him he had been told by Onah hambe, a light horseman of Cobb's company, and a man of great influence, that the country around Little Leader had not been sold (which he had also heard at Columbus to be the case), and that Little Leader would give all of them land as long as they lived if they would come and settle on it; that his land had been sold by the treaty, and that his registry for the five years' stay had been spoiled, and that the white people would take his land from him before the winter expired and force him to go west; this was told to him late in the fall, and implicitly confiding

in the truth of these statements, knowing a portion to be true, to wit, that his name had been given to Ward with a request to register it, which he believed at the time had been done, but which he had lately ascertained on personal application at the land office had not been done, that having the strongest aversion to going west, he became frightened, so much so that he fled to Shee-quah-natcha in order to avoid being forced to go west of the Mississippi, confidently believing at the time his land was lost. He remained at Shee-quah natcha till about three or four years since, when he learned that the statements of Onah-hambee were false, and that none of the Indians remaining in this section of country were driven west; he returned to his old residence, where he has lived ever since. That he has never made any contract within five years from the ratification of the treaty, which he considers binding, for the sale of any land, scrip, or other compensation awarded by government in satisfaction of his claim under the treaty. He never received any grant of land under any other article of the treaty.

AH-HI-O-CHUBBEE, his x mark.

Subscribed before us at Hopahka this 4th January, 1843.

J. F. H. CLAIBORNE.
RALPH GRAVES.

Hi ah kah.

No. 42.

The deposition of Hi-ah-ka, full-blood Choctaw, taken this 5th day of January, 1843, at Hopahka, to be read as evidence in behalf of claim of Tus cah ho mah (case No. 421); the said witness being first sworn deposes & says:

That he knew claimant well at time of treaty; he is a distant connection; that witness lived within about five & half miles of him. That claimant had at that time living with him a wife & two children, viz:

1. Onah ho ka ta, young woman, now present.
2. Im me lah tubbee, young man, present.

That the first was then over ten & the other under ten years of age. He had no other children living with him. He and famly lived at that time in a separate house to themselves and cultivated a field entirely to themselves. Their nearest neighbor was Ah sho le tah, who lived about one mile off. That claimant then lived on creek called Shah ko loke o-kah huk kia (*i. e.*, cypress standing in the water), about one-fourth mile from Pearl River, east side; his land was good creek bottom, very rich, used creek water.

That he thinks the claimant made about four crops on his place, after the treaty, before he left it. That the claimant about this time left his place & went over into the neighborhood of Little Leader on the Sookanatchy, in consequence of the reports & talks of Ona ham bee, who had formerly been a light-horseman in Cobb's company; all which talks & reports of Ona ham ba are fully stated in deposition of this deponent in the case of Ah hi o chubbee (case 40), to which he begs to refer & this part thereof made a part of this deposition.

That the claimant remained in neighborhood of Little Leader about six years. That claimant expressed himself very much disappointed. That he had been deceived & deluded by Little Leader & Ona ham bee, who acted under the influence of Little Leader, as was generally thought & believed, and that therefore he would return to his old place. That the claimant did return to his old place, & finding his house vacant,

again took possession thereof, & has & still continues to remain there. The claimant has never been west.

The claimant at date of treaty belonged to Cobb's company & Leflore's district. That this deponent saw claimant at the council at Turnbull's, & saw claimant go up to Turnbull & tell him to put his name down for the five years' stay; that he was old & had not a long time to live, but that he was nevertheless anxious to save his land, & he thought his Great Father would give it to him, if he complied with the treaty. The deponent says that Turnbull continued to write as if he wrote down claimant's name. The deponent says that he knows that Turnbull was then making out a list of Cobb's company.

That the deponent states that this list was handed by Pah lubbee to Colo. Ward, during the annuity at Leflore's, as stated in deposition of deponent in case (No. 40) of Ah-hi-o-chubbee, to which he begs to refer.

The deponent states that he was at the treaty of Dancing Rabbit, & that the day after the treaty was made, he heard Gen. Eaton, one of the commissioners, & in the presence of the other, Gen. Coffee, who was sitting close by him, explain to a large crowd of Indians & others the provisions thereof. He represented to them that they would at once and unconditionally obtain land under the treaty, in proportion to the quantity of land which each had then in cultivation, and would, if they desired to continue as citizens of the country, get each of them land under the provision of the five years' stay. That the fruit they could dispose of as they please, & by staying five years they would get more land. The deponent says that there was great dissatisfaction among the Indians against the treaty; but after these remarks of Gen. Eaton, many became reconciled & better pleased—the witness for one, & immediately thereafter procured his horse & went home contented.

The deponent does not think that claimant has sold his land or made any agreement to sell it, or has made any transfer of scrip or compensation which he may obtain in lieu thereof.

HI AH KA, his x mark.

Sworn to & subscribed before us this 5th Jany., 1843, at Hopahka.

RALPH GRAVES.
J. F. H. CLAIBORNE.

Tus-cah ho mah, a full-blood Choctaw, being 5 feet 2¾ inches high, and about 75 years of age, states that at the date of the treaty of Dancing Rabbit Creek he was the Choctaw head of a family, and had then living with him one child over ten years of age & unmarried, and one under ten, to wit:

1. O nah hoke ta, over ten (present).
2. Imme lah tubbee, under ten, do.

That he resided on Shah-ko-loke-o-kah-hick-kia Creek, west side, on the bank; used creek water, had a house and field, land level and good, in Lafloor's district.

That he determined to take the five years' stay under the 14th article; that he attended the counsel at George Turnbull's, and had his name and the number of his children put down on Cobb's list, which list was presented by Pah lubbee to Ward, the agent, at the annuity at Lafloor's.

That he continued to reside on his improvement for about four years after the treaty, when he learned Ward had distroyed the registry of his name, and that he would get no land. A short time after this he was told by O nah ham bee, a light-horseman in Cobb's company, and

Hi ah kah, that the country around Little Leader had not been sold, and that Little Leader would give all of them land as long as they would live, if they would come and settle on it. That claimant's land and all other lands of the Choctaws but his had been sold by the treaty, and that his registry for the five years' stay had been spoiled, and that the white people would take his land from him and force him to go west before the winter expired; this was told to him late in the fall after corn had been housed. Implicit confiding in the truth of these representations, knowing a portion to be true, to wit, that his name had been given to Ward with a request to register it, which he believed at the time had been done, but which he had ascertained previous to this time did not appear in the land office, and having the strongest aversion to going west, he became frightened, so much so that he fled to Shee quah natcha in order to avoid being forced to go west of the Mississippi. That he remained till about two years ago, when he ascertained that the representations of O nah ham bee were false, and that none of the Indians remaining in this country were driven west; he returned to his old residence where he has lived ever since.

That John D. Boyd on day of applied at the land office for a reservation of a quarter section of land under the 19th article of the treaty, which was located for him, as he is informed, including claimant's improvement; he was told that the commissioners, Genl. Coffee and Eaton, the day after the treaty announced to the people that they were entitled to a reservation under the 19th article, and the five years' stay under the 14th article of the treaty; or, in other words, under the cultivation claim, that they could have their homes reserved and a small piece of land, and by giving their names to the agent within six months, and remaining upon their land five years, it would grow to a large quantity to the benefit of themselves and children; finding his name had not been registered by Ward, being persuaded by Boyd that this was the proper way to secure his home, he yealded.

That he never made any contract within five years from the ratification of the treaty which he considers binding upon him to sell any land, scrip or other compensation to be awarded to him by government in satisfaction of his claim under the treaty, and that he has never been west, but has resided with his family in the ceded territory.

TUS CAH HO MAH, his x mark.

Sworn to & subscribed to before us, at Hopaka, Jan'y 5th, 1843.

RALPH GRAVES.
J. F. H. CLAIBORNE.

Witness: Hi ah kah.

No. 44.

The deposition of Hi ah ka, a full-blood Choctaw man, taken this 7th January, 1843, at Hopahka, to be read as evidence in behalf of claim of Ah ho gle cha (No. 44); the said witness, being first sworn, deposes and says:

That at the date of treaty of Dancing Rabbit he lived about five miles of claimant, and that he knew him & family well. That he had then a wife, now present, and a niece (now dead), whose name was Ah no te mah, the daughter of Moon-tubbee, by claimant's wife's sister, that claimant had adopted this child as his own. She was then under ten years of age, & died about one year after treaty. The child's mother

was then dead; her father, Moon-tubbee, was also dead before the treaty.

The claimant & family at that time occupied a single house to themselves, & cultivated a field to themselves. Their nearest neighbor was Ash sha le tah, who lived about one-fourth mile from him. He then lived on Pearl River, on the east side, in sight of it; used water from the river; lived in Cobb's company & Leflore's district, now in Leake County. Claimant's land was level, rich, adjoining river bottom.

The claimant, witness thinks, remained on his place about six years after the treaty. That about this last period Ona ham bee, who had been Cobb's light-horseman, & was also a connection claimant's wife, represented to her that the land about Little Leader had not been sold; that the balance of the country had been sold, & that the whites would drive them off that winter, & that they would be undisturbed by going & living in the neighborhood of Little Leader, who & the whites there would give them land.

Claimant's wife rule his family, and was considered to wear the breeches; hence On a ham bee addressed himself principally to her, and finally succeeded with her. She took off all claimant's property, blankets, cooking utensels, &c., & packed them on his own horses, & moved in Little Leader's neighborhood, in about one mile of him. The claimant the same day followed his wife. Little Leader gave them land, but no house; he paid Little Leader nothing for his land; opened a little field for him; often worked for him for his food during the time he was at work, & for nothing more.

That claimant remained in Little Leader's neighborhood for about six years; becoming then dissatisfied with his treatment by Little Leader, & thinking he had been duped & deceived by him, returned & settled within four miles of his old place, where he built a house & opened a small field. Claimant's old place was then & is still vacant. Claimant's wife came back with him. Claimant has never been west, & says he is waiting to get his land, & will then build a big house.

The deponent saw the claimant at the council at Turnbull's, & also afterwards at Leflore's, at the time of the annuity, & all the facts & circumstances as stated by deponent in his deposition in the case of Ah-hi o chubbee (No. 40) as occurring at these two places in that case, occurred in this case, & this deponent refers to said deposition as part of this deposition.

The deponent does not believe claimant ever rec'd any land under any other article or treaty. Nor does he believe that claimant has sold his land or made any contract to do so, or has transferred or assigned his scrip or other compensation which he may obtain in lieu of land.

& farther says not.

HIAHK A, his x mark.

Taken before us this 7th Jan'y, 1843.

RALPH GRAVES.
JOHN F. H. CLAIBORNE.

Ah-ho-gle-cha, a full-blood Choctaw, five feet high and about 60 years of age, states that at the date of the treaty of Dancing Rabbit Creek he was the head of a Choctaw family; had living with him a wife named Fah lah mah honah. That he then resided on the east side of Pearl River, in Leflore's district, near the bank of said river; land level and

good; used spring water. That he had at the date of the treaty an adopted child under ten years of age, to wit: Ah-no-te-mah, now dead.

That he determined to take the five years' stay under the 14th article of the treaty, and within six months from the ratification of the treaty attended a council at George Turnbull's, and had his name put down on Cobb's list, which list was presented by Pah lubbee to the agent (Ward) at the annuity, at Leflore's. That he continued to reside on his improvement for about four years after the treaty, when he learned that Ward had destroyed the register of his name & child's, and that he would get no land. A short time after this Ona hambee, a light horseman in Cobb's company, and a relation of claimant's wife, Fah lah mah-ho nah, Hi ah kah stated to claimant's wife that the country around Little Leader had not been sold; that Little Leader would give them all land if they would come and settle on it; that her husband's land and all other lands of the Choctaws, except his (Little Leader's) had been sold by the treaty; that his registry for the five years' stay had been destroyed; that the white people would take their land from them and force her and her husband to go west before the winter expired, it being then the fall of the year; believing these statements, knowing their names (herself & husband) and that of their adopted daughter had been sent to Ward with a request to register them, which said claimant thought at the time had been done, but which he had ascertained previous to this time did not appear in the land office, and she (Fah lah mah ho nah) believing what said Ona hambee & Hi ah kah had stated to her, and having a great aversion to going west, she became so much frightened that she gathered up all the property belonging to them and set out for Shee quah natcha, in order to avoid being forced to go west of the Mississippi; the husband, A-he-gle-cha, being governed very much in all matters by his wife, followed on the same day. That claimant and wife remained on Shee quah natcha till about three or four years ago, when they ascertained that the statements of Onah hambee were false, none of the Indians remaining in this country having been driven west, and he & his wife returned to the neighborhood of their old residence, where they have lived ever since. That he never received or claimed any grant of land under any other article of the treaty, and never within five years from the ratification of the treaty made any contract, which he considered binding, for the sale of any land, scrip, or other compensation which may be awarded to him by government in satisfaction of his claim under the treaty.

AH-HO-GLE-CHA, his x mark.

Sworn to & subscribed before us at Hopahka this 12 January, 1843.

J. F. H. CLAIBORNE.
RALPH GRAVES.

No. 58.

The deposition of Tah-fah-mah, a full-blood Choctaw man, taken at Hopahka before the commissioners, to be read as evidence in behalf of claim of Me mah tubbee (No. 58); said witness, being first sworn, deposes and says:

That he is uncle to claimant, and lived about ten miles from him at date of treaty; that he was head of a family at that time, had a wife & one child, viz, Ah-nin-tubbee, then about two years old, and now dead. He occupied at that time a house entirely to himself, & culti-

vated a field entirely to himself. His nearest neighbor, La po chubbee, lived about four hundred yards from him. The claimant's location was then on the east side of Buck shah nocke bee Creek, about one hundred yards from the stream; he belonged to Picken's company, Leflore's district, & lived about ten miles from Hopahka, now Leake County. His field was level & good, & the land adjoining up and down the creek was also good; used branch water.

The claimant's first wife separated from him & married another man, & the claimant himself married another woman about two years ago. He remained on his own & old place up to the day of his last marriage, & since then has spent his time partly on his old place and partly where his present wife lives.

The claimant's first child, Ah nin tubbee, died about four years ago, & he then had living at the death of the first the two following children:

1. Ne ah shah ho nah; and
2. No ah tam bee, and who are now living.

The claimant has never been west, but always remained in this State.

The deponent states that he saw the claimant at Leflore's at the time of the annuity, and that the claimant told witness that he intended to have his name registered; that he afterwards saw claimant in the gallery of Leflore's house, & that, after it was reported that Ward would register no more & the crowd somewhat dispersed, the claimant approached this witness and said that he had been trying to get into the back room where Ward was doing business, but had failed to do so before it was announced that Ward would register no more. The claimant soon thereafter broke up and went home; the deponent is satisfied that he received no part of the annuity.

The deponent does not believe that claimant ever applied for or obtained any land under any other article of treaty; nor does he believe that he has sold his land or contracted to sell it, or the scrip or compensation which government may give him in *in* lieu thereof.

And farther says not.

TAH FAH MAH, his x mark.

Taken before us this 11th Jan'ry, 1843.

RALPH GRAVES.
J. F. H. CLAIBORNE.

Me mah tubbee, a full-blood Choctaw, five feet 7¾ inches high, & about 30 years of age, states that at the date of the treaty of Dancing Rabbit Creek he was the head of a Choctaw family, & had then living with him one child unmarried, and under ten years of age, named Ah-nin-tubbee, dead.

That he then resided on the east side of Buck she nock abee Creek, in Leflore's district; had an improvement—house about 100 yards from the creek & field on the creek; land very good; used spring water.

That he attended the annuity at Leflore's within 6 mos. after the ratification of the treaty for the purpose of having the names of himself & child registered for the 5 years stay under the 14th article of the treaty. That he endeavored to see the agent (Ward), but was prevented by the crowd until it was announced, & generally understood, that he would register no more names.

That he remained on his improvement until about eighteen months since, when he married again, and settled in the neighborhood of Capt. Pickens, where he has since resided.

That he never went west; never received or claimed land under any

other article of the treaty, & never within five years from the ratification of the treaty made any contracts, which he considers binding, for the sale of any land, scrip, or other compensation to be awarded to him in satisfaction of his claim under the treaty.

ME-MAH-TUBBEE, his x mark.

Sworn to & subscribed before us this 11th Jan'y, 1843.

RALPH GRAVES.
J. F. H. CLAIBORNE.

Tah-fah-mah, wit.

No. 99.

No-e-ho yo, being 4 feet and 10 inches high, and about ninety years of age, says she is nine, states that she is a full-blood Choctaw, and that at the date of the treaty of Dancing Rabbit Creek was the Choctaw head of a family, and had then living with her one unmarried child over ten, to wit:

1. Ho la to pah, dead.

She then had an improvement, a house and a field, in Leflore's district, 200 yards east of Pearl River, between the creeks of Buck she nock a bee and Shah ko lo o kah hick e ah; land level & good; used river water.

She continued to reside upon her place till the death of her son, about six years after the treaty, when being left alone very old and unable to take care of herself, she rented her place and moved about 200 yards to Cun ne ho yo, where she has resided ever since.

Within six months from the ratification of the treaty she signified her intention to Ward, the agent, to remain and become a citizen of the State and take lands under the 14th article of the treaty. Ward refused to register her name. She received nor claimed no other grant of land under any other article of the treaty, and never within five years from the ratification of the treaty made a contract which she considers binding for the sale of any land, scrip, or other compensation to be awarded by gov't in satisfaction of her claim under the treaty.

NO E HO YO, her x mark.

Sworn to & subscribed before us at Hopahka, this 27th Jan'y, 1843.

RALPH GRAVES.
J. F. H. CLAIBORNE.

Ta ham bee, wit.

No. 192.

Muttubbee (dead) died about 1 year after the treaty, represented by his brother, Pis sahhokeatubbee, four feet & 7½ inches hight, 45 or 50 years of age, says he is 60, one upper front tooth out, who states that at the date of the treaty of Dancing Rabbit Creek dec'd was the Choctaw head of a family, & had then living with him a wife nameo Hoya.

That he then resided on Okahhomah Creek, ½ mile east of Yockenookana, in Leflore's district, land good & water; had an improvement, house & field, where he lived till his death, one year after the treaty, leaving no child but the following heirs: Pissahhoheatubbee, present; Iagla, dead, who died after Muttubbee, leaving Isaac, Wesley, Mina, & Stephen Durant, his children and heirs.

That within 6 mo's after the ratification of the treaty, he had his

name put on Pickens' list at the council at Turnbull's, which list was presented by Sockatubbee to Ward at the anuity at Leflore's, to be registered for the 5 ys. stay under the 14 art. of the treaty.

That he never went west, but remained in the ceded country; never re'd any other grant of land, & never within 5 ys. from the ratification of the treaty made any contract he considered binding for the sale of any land, scrip or other compensation to be awarded by govt. in satisfaction of his claims under the treaty as his representative believes.

PISSAHHOKEATUBBEE, his x mark.

Sworn to & subscribed before us, at Hopahka, Feby. 20th, 1843.

RALPH GRAVES.
J. F. H. CLAIBORNE.

Eachubbee.

No. 1036.

Chaf fa to ke chia, being a full-blood Choctaw, states that within six months after the ratification of the treaty of Dancing Rabbit Creek, he went to Ward, the agent, and signified to him his intention to remain & take the five years' stay; he at the same time gave in to Ward the number of his children, to wit, Mary, then over 10 years of age; Ben and Liza, both under 10 years of age. That said Ward received his application, and registered his name, and as he supposed the number of his children. It appears, however, that his children were omitted on his register; his own name appears there, and he has received his grant of land, but his children has received no land. He now claims land for his children, to wit, for Mary, then over 10 years of age, one half section of land, & for Ben & Liza, then under 10, each one quarter section of land adjoining his resident section, which is designated in the deposition of Virdell Reed, filed with the board on the 19 day of July, 1843.

CHAFFA-TOKE-CHIA, his x mark.

THE STATE OF MISSISSIPPI,
Neshoba County:

Personally appeared before me, William Herbert esq., a justice of the peace of said county, Chaffatokechiah, being duly sworn, says the facts stated in the above application are true to the best of his knowledge, information, and belief.

Sworn to and subscribed before me, this 20th day of August, 1843.

WILLIAM HERBERT, [SEAL.]
Justice of the Peace.

STATE OF MISSISSIPPI,
Neshoba County:

By virtue of a commission to me directed by the Honbles. Wm. Tyler, George S. Gaines, and S. Rush, constituting a board of commissioners under the act of Congress of the 23d August, 1842, for the satisfaction of claims arising under the 14th & 19th articles of the treaty of Dancing Rabbit Creek, now in session at Washington City, I have this day had before me Chaf-fa-to-ke-chea, the father and representative of the following claimants under the 14th article of the treaty, who, being five feet eight inches high and about fifty-five years of age, being first carefully examined as to his knowledge of the obligations of an oath, and then duly sworn to testify the truth.

The interogatories transmitted with the commission were then read

to him, and his answers thereto required, whereupon he answers and deposeth as follows:

Declares that he is a full-blood Choctaw, and at the date of the treaty of Dancing Rabbit Creek was the head of a Choctaw family. He then had three unmarried children living with him, to wit:

1st. Mary (female), over ten years of age; she remained eight years in the ceded territory, and then moved to Arkansas.

2d. Ben, male, under ten years of age; was taken to Arkansas by his uncle, during the absence of his father, & much against his will, two years after the treaty.

3. Eliza, female, under ten; was also removed by her uncle two years after the treaty, during the absence and without the consent of her father. He then resided in the Ma-sha-la-tubbe district, now Noxubee County. Ok-lah-jah was his nearest neighbor, where he (the deponent) had a home and field on Hah shok wah Creek, where he has continued to reside ever since.

Deponent states that he went to Ward, the agent, to signify his and his children's intention to stay and take the five years' stay, and become citizens. Ward told him through his interpreter, that he would register them hereafter. He has since found out that his name was registered and he received land; but Col. Ward neglected to enter the names of his children, and he now claims for them. They never received any grant of land under any other article of the treaty, and never, within five years after the ratification, made any contract for the sale of their land, claim, or scrip, nor received any part of the annuity the year they signified their intention to stay and take land. Knows no Choctaw who moved west, returned, and now claims land. Deponent knows nothing further upon the subject.

CHAF FA TO KE CHEA, his x mark.

Sworn and subscribed to before me, at Tow-wah-lah, May 28th, 1845.

F. M. KILPATRICK, *Comisioner.*

Case No. —.

Hartwell Hardaway, a witness produced and sworn on the part of the claimants, testifies as follows: That he is a white man and about sixty-four years of age. At the date of the treaty of Dancing Rabbit Creek he lived about a half mile from representative, and was well acquainted with him and his family. He was then the Choctaw head of a family, and had living with his grandmother three unmarried children, to wit:

1st. Mary, female, over ten years of age.

2d. A boy, supposed under ten, name not remembered.

3d. Eliza, a female, under ten years of age.

He then lived on Hah-shok-wah Creek, where he had a house and field in Ma-sha-lah-tubbee district, now Noxubee County, which he continues to claim as his residence ever since. Ok-lah-jah was his nearest neighbor. They never received, to his knowledge, any grant of land under any other article of the treaty. Witness knows that the claimants moved west, but does not remember the time. Has always understood that they were removed in opposition to the wish of their father. Claimants never received any part of the anuity the year they signified their intention to stay and take land, to the knowledge of the witness. And never, within five years from the ratification, made any

contract for the sale of their land, claim, or scrip, to the knowledge of the witness.

Witness states that in a conversation with Ward's interpreter, he had informed him that a number of the Indians had been up to the agency to register, & had been refused. He (the witness) supposes the claimants to have been among the number.

Knows no Choctaw who removed west, returned, and now claims land; knows nothing further upon the subject.

Answer to 1st cross interg. The treaty of Dancing Rabbit Creek was made about fourteen years ago.

Answer to 2d cross intg. Pak sha nubbe's treaty was made about twenty four or five years ago. Witness thinks the eldest child was born previous to that date.

Answer to 3d cross interog. The land was first quality hickory bottom land. The claimants are supposed to be still living by the witness.

Answer to the 6th cross intg. in chf. Claimants did not, to the knowledge of the witness, make any contract, paper, writing, or assignment, within five years from the ratification, for the sale of their land, claim, or scrip.

HARTWELL HARDAWAY, his x mark.

Sworn to and subscribed before me at Tow-wah-lah, May 28th, 1845.

S. M. KILPATRICK,
Commissioner.

No. 1099.

Claim of Paunch-e-ko-no (o. w.), by Tobla chubbe at request.

She is a Choctaw, and the head of a Choctaw family at the date of the treaty of Dancing Rabbit Creek. Claims for herself, under the 14th article of said treaty, one section of land, embracing her then improvement, or a part of it, which section is designated in the deposition of Reubin Craft of the 20th July, 1843.

PAUNCH-E-KO-NO, his x mark.
By TOBLA CHUBBE.

THE STATE OF MISS.,
Nehobah County:

Personally appeared before me, Wm. Herbert, a justice of the peace in said county, Tobla chubbe, who, being sworn, says that the facts stated in the above application are true to the best of his knowledge, information, & beleif.

Sworn to and subscribed before me this 21st day of August, 1843.

WILLIAM HERBERT, [SEAL]
Justice of the Peace.

Paunch-e-ko-no, very old, infirm, and unable to travel, sends her adopted child, her grandson, to represent her, name E-yah-kah-tubbe, who, being 5 feet 6¾ inches high, and about 25 years old, states that Paunch-e-ko-no is a full-blood Choctaw, & at the date of the treaty of Dancing Rabbit Creek was the head of a Choctaw family. She then had living with her the following unmarried children, to wit:

1. Tuscah lo co la, then over 10 years of age, since dead, without issue.

2. Po-yah, then over 10 years of age, since dead, without issue.

3. Ho-be lah, then over 10 years of age, an adopted child, granddaughter, present.

4. E-yah-kah-tubbe, then over 10 years of age, an adopted child, present, this declarant.

The claim was filed by Tobla chubbe at the request of claimant, and through oversight or neglect the names of all the children were omitted. She then resided on Bogue Fil ah me, in Jasper County, now Leflore's district, where she had an improvement on which she continued to live three years, when she moved to Hooth-tah-ush-ah in consequence of white settlers coming in & claiming to have bought the land. A man name Nicholas now lives close by her place, and owns the land, as he understands.

Within six months after the ratification she signified to Ward, the agent, through Tobla chubbe & James Toby, her intention to remain & take the five years' stay. For particulars, refer to the general depositions of Tobla chubbe & James Tobe, taken before the board & on file. She never received any grant of land under any other article of the treaty, and never within five years after ratification made any contract for the sale of her claim or scrip to knowledge of declarant.

E-YAH-KAH-TUBBE, his x mark.

Sworn to & subscribed before us this 23d day of Sept'r, 1844.

GEO. S. GAINES.
S. RUSH.

Paunch-e ko-no, very old woman, infirm and unable to come before the board in person, by her grandson & adopted child, E-yah kah tubbe, at special request of claimant.—Case No. 1099.

James Toby, a witness, being duly sworn & examined, testifies: That he is forty-four years old, and no near kin to claimant. At the time of the treaty of Dancing Rabbit Creek he lived sixteen miles from her, and was well acquainted with her and her family. She was then the Choctaw head of a family, and had living with her the following unmarried children, to wit:

1. Tus-cah lo co la, then over ten years of age, since dead, leaving no issue.

2. Po-yah, then over ten, since dead, without issue.

3. Ho-be-lah, then over ten, present.

4. E-yah-kah-tubbe, then over ten, present.

The two last named are grandchildren, adopted & raised by claimant.

Claimant then had a house & field on Bogue Fil ah me, in Leflore's district, now Jasper County. Her next neighbor was Ish re cubbe. She never moved west, nor left the ceded teritory, but continued to live on her place until after three winters, when, in consequence of the white settlers coming in & claiming that they had bought the land, she moved to another place on Hooth-took ushe, where she remained about eight years, & then moved to Estah butche, where she now lives.

Witness saw claimant at the council called by Tobla chubbe, or Ha chusha, with those who were sending their names to Ward, the agent, to be registered for the five years' stay; and she sent her name among the rest by Tobla chubbe himself up to Ward, the agent. This council was held a little before the middle of the summer next after the treaty. She received no part of the annuity, obtained no land under any other article of the treaty, & never, within five years after ratification, made any contract for the sale of her land, or for any scrip in lue of land, to

knowledge of witness. He knows of no Choctaw who has returned from the west & claims land.

JAMES TOBY.

Sworn to & subscribed before us this 23d day of September, 1844.

GEO. S. GAINES,
S. RUSH,
Com's.

Case of I-ish-e tubbe, absent, or dead, by his wife, Un-ah-ton-nah, who being 5 feet 4½ inches high, and about 40 years old, states, that I-ish-e tubbe is a full-blood Choctaw, and at the date of the treaty of Dancing Rabbit was at the head of a Choctaw family. He then had living with him his wife, Un-ah-ton-ah, the applicant, and one child, to wit:

1. Ish-te-mah, then under ten years of age, absent.

He, at the date of the treaty, lived at a place called Co-a-taw-cah-la, about seven miles from Sook e natche, in Meshu la tubbe's district, Kemper County; that about two & a half months after the treaty he moved to Sook e natche, where he and several others had previously to the treaty commenced settlements, and he continued to live there nearly seven years after the treaty, when he got into a fight & killed a man; he then fled the country and has not been heard of for a number of years past. His wife and family continued to occupy the same place about two years longer & then move higher up the river.

Within six months after ratification he went to the Old Factory on Bigbe River, where Gain's kept store, and where Ward, the agent, then was, and there gave his name to the agent & he registered it for the five years. He never received any grant of land under any other article of the treaty, and never within five years after ratification made any contract for the sale of his claim, or for any scrip in lue of land, so far as this declarant knows.

UN-AH-TON-NAH, her x mark.

Sworn to & subscribed before us this 25th day of July, 1844.

GEO. S. GAINES,
S. RUSH,
Com's.

I-ish-e-tubbe, absent, or, perhaps, dead, by his wife, Un-ah-to-nah.—
Case No. —.

Unte-ah-tubbe, a witness produced in the part of the claimant, being duly sworn and examined, testifies: That he is about 47 years of age, and is no kin to claimant. At the date of the treaty of Dancing Rabbit Creek he lived within one hundred yards of claimant, and knew him & his family well. He was then the Choctaw head of a family, & had living with him a wife, Un-ah-to-nah, present, and one child, name—

1. Ish-te-mah, then under 10 years of age, absent.

He then had a house & a field at Co-ah-tau-cah-le, in Meshula-tubbe's district, now Kemper County. His nearest neighbor was this witness. He never moved west, within five years after ratification, nor left the ceded territory; about two and a half months after the treaty he moved to Sook e natche, where he had before commenced an improvement, and continued to live there upwards of six years, when, in a drunken affray, he killed a man & fled the country, & has not been hea'd of for a number of years. Witness saw I-ish-e-tubbe at the Old Factory, on the

Bigbie River, in the summer next after the treaty, & saw him go up sta'rs to get his name registered by Ward, the agent, who was then there doing business. He took no part of the annuity. He received no grant of land under any other article of the treaty, and made no contract for the sale of his claim, land, or scrip, within five years after ratification, to the knowledge of witness. He knows of no Choctaw who has returned from the west and claims land.

Cross-examined by the agent of the board:

Ish-te-mah was four years old at the date of the treaty, and is now very sick at home. Un ah to nah had no other husband than I-ish-e-tubbe. He had cut the house logs on his new place before the treaty. Deponent and I is-e-tubbe lived on the same section before the treaty, and settled on the same section when they moved to Such a natch a. Does not know that he made any paper to Mr. Young for Mr. Fisher within the five years.

UN-TE-AH-TUBBE, his x mark.

Sworn to & subscribed before us this 25th day of July, 1844.

GEO. S. GAINES,
S. RUSH,
Com's.

Deposition of Joseph A. Marshall, formerly of Kemper County, now of Runkin.

JOSEPH A. MARSHALL, being duly sworn in open court, says: That the section of land pointed out to him by Un te ah tubbe, as the one on which he lived at the treaty of Dancing Rabbit Creek, was section 30, township 10, range 18, as may be seen by reference to his deposition, filed with the board on the 19th of April, 1843.

He further says that he is well acquainted with Un te ah tubbe (Oon te ah tubbe); has known him for nine years, part of which time he lived a near neighbor to him, and can say that he is a man of excellent character, and in whom all who know him have the greatest confidence. He is sober, industrious, & considered a man of probity and truth.

J. A. MARSHALL.

Sworn to & subscribed before us this 11th day of October, 1844.

GEO. S. GAINES,
S. RUSH,
Com's.

Deposition of Oon-te ah tubbe or Un ti ah tubbe, a Choctaw citizen of Kemper County, taken before the board on the 11th day of October, 1844, at Yazoo Old Town to be used in the case of Ish-e-tubbe heretofore examined by the board; also in the case of No-wah-ho nah, one of the names registered for the five years' stay under the 14th article of the treaty of Dancing Rabbit Creek by Ward, the agent of the government, as may be seen by reference being had to the certified list of said Ward and the last named on said list.

OON-TE-AH-TUBBE, being duly sworn in open court, states that Ish-e-tubbe, a Suk e natche claimant, whose case was examined by the board at this place during the past summer, at the date of the treaty of Dancing Rabbit Creek lived on the same section of land that he (the deponent) did, which section deponent pointed out to Joseph A. Marshall, who examined the corners & surveyor's mark, and has designated the same in his deposition on file with the board.

This deponent further states that Now ah ho nah also lived on the same section, and continued on it for more than five years after the treaty. Now ah-ho nah is now present in court, and he points her out to the court as the identical claimant referred to.

OON TE AH TUBBE, his x mark.

Sworn to & subscribed before us this 11th day of October, 1844.

GEO. S. GAINES,
S. RUSH,
Com's.

[Indian Office letter-book No. 11, page 86.]

DEPARTMENT OF WAR, *August* 12, 1833.

To WILLIAM TRAHERN, Esq.,
Jackson, Miss.:

SIR: You have been selected to locate the reservations provided for Choctaw orphans by the 19th article of the treaty of September 27th, 1830. You will be allowed five dollars per day as a compensation in full for all your services and expenses while actually employed. And in the execution of this duty you will be governed by the instructions you will receive from the Office of Indian Affairs.

I am, sir, &c.,

LEWIS CASS.

[Indian Office letter-book No. 11, page 89.]

DEPARTMENT OF WAR,
OFFICE INDIAN AFFAIRS,
August 12th, 1833.

To WILLIAM TRAHERN, Esq.,
Jackson, Miss.:

SIR: You having been appointed to locate the reservations for Choctaw orphan children, I have been directed by the Secretary of War to communicate to you the following instructions: The 6th clause of the 19th article of the treaty of Dancing Rapid Creek provides: "That the children of the Choctaw Nation residing in the nation who have neither father nor mother, a list of which, with satisfactory proof of parentage and orphanage, being filed with the agent in six months, to be forwarded to the War Department, shall be entitled to a quarter-section of land to be located under the direction of the President; and with his consent, the same may be sold and the proceeds applied to some beneficial purpose for the benefit of said orphans." I enclose a copy of the list of orphans transmitted to this department, which you will take as your guide in locating the reservations, assigning tracts to no persons whose names are not there registered. This list contains all the names reported by the agent; and that of Amelia Traherne, which has been added by direction of the department. The whole number of orphan children in the three districts is one hundred and thirty-four; and you will select for each of these a quarter-section of land of average quality and value. When the selections are made you will file a duplicate of your proceedings in the proper land office and transmit the original to this department. As the President has directed the lands ceded by the Choctaws to be offered for sale on the third Monday of October

next, I have to request that you will proceed to the discharge of this duty without delay. The department depends upon you for its prompt and faithful execution, uninfluenced by the representations or conduct of persons around you, whether they be white citizens or Indians.

I am, &c.,

D. KURTZ,
Act'g Comm'r, &c.

[Indian Office letter-book No. 13, page 64.]

DEPARTMENT OF WAR,
OFFICE INDIAN AFFAIRS,
June 24th, 1834.

To WILLIAM TRAHERN, Esq.,
Clinton, Miss.:

SIR: I am instructed to direct you to transmit to this department a register of the locations of the reservations for orphans under the treaty with the Choctaws of 27th September, 1830, without delay.

If these locations have not all been made you will bring the work to a close as speedily as possible and then forward the register.

I am, &c.,

ELBERT HERRING.

[Indian Office letter-book No. 13, page 74.]

DEPARTMENT OF WAR,
OFFICE INDIAN AFFAIRS,
June 26th, 1834.

To WILLIAM TRAHERN, Esq.,
Clinton, Mississippi:

SIR: In locating the remaining reservations for orphans, which you were instructed to complete without loss of time in my letter of the 24th instant, I will thank you to bear in mind that they must be of an average quality and value not only with the land ceded by the treaty at Dancing Rapid Creek, but also with those reservations already located by you. And after the completion of the locations and their assignment by lot, as suggested in my letter of the 20th instant, to each orphan named in the register, you will please to transmit to the department a statement as a substitute for that enclosed in your letter of the 11th of April showing the numbers and location of the different reservations, the name of each orphan owner annexed, the age and sex, and the district in which each resides and in which the reservation is situated. Several of these particulars you will find contained in the register, a copy of which has been heretofore sent to you.

It is desirable to close your agency in this business, and I will thank you to attend to it as soon as practicable.

Very respectfully, &c.,

ELBERT HERRING.

P. S.—Your letter of the 11th of April was not received until the 17th of June. It will be well to ascertain the cause of the delay and if possible to prevent it.

COLUMBUS, *October 12th*, 1833.

SR: According to instructions received from the Office of Indian Affairs I have completed the locations of the orphan children of the Choctaw Nation in the northwestern and northeastern land districts, the time being too short to accomplish the whole of the orphan claims before the ensuing sales at the different land offices; therefore, in the southeastern district I have not made any selections, but will do so as soon as practicable.

I have the honour to be, very respectfully, your ob't serv't,

WILLIAM TRAHERN,
Ag'nt Choctaw Orphan Children.

Hon'rl LEWIS CASS,
Secr't'y of War.

CLINTON, MISS., *April 12th*, 1834.

SIR: I have the honor to enclose you a statement shewing the particular quarter sections of land which I have selected for the orphan Choctaw children in conformity with instructions from the Office of Indian Affairs of the War Department, under date of August 12th, 1833. So far as I have been enabled to make the locations, I have selected eighty-three quarter sections; I found it necessary for me to examine each tract of land in person before makeing the locations, which rendered it impracticable for me to complete the selections before the sale of the lands sold in conformity with the proclamation of the President bearing date on the 12th day of August, A. D. 1833. A large portion of the country ceded to the United States by the treaty of Dancing Rabbit Creek, remains yet unsold & in fact unsurveyed. As soon as the surveys are completed I shall, unless otherwise instructed by the department, proceed to complete the locations without any further delay. To those Choctaw orphan children who by themselves or friends have made application, I have assigned particular quarter sections of land of as nearly an average quality & value with the other locations as practicable. A few of them, I understand, have died since the treaty; some of them continue in the country and intend to remain citizens of the State. The most of them have gone with their tribe west of the Mississippi. Shall I assign to each of the individuals whose names are on the register a particular tract of land, whether they are dead or alive, or whether they make application or not? Several persons whose names were not on the register have made application for a quarter section of land, to be assigned to them under that clause of the treaty granting a quarter section to each orphan. This I did not feel authorized to do under my instructions, but considering the equity and justice of their case I enclose the documents in support of their claims to the department for investigation and decission.

Very respectfully, your ob't s'v't,

WILLIAM TRAHERN,
Locating Agent for the Choctaw Orphan Children.

Hon. LEWIS CASS,
Secretary of War.

JACKSON, *24th Nov'r*, 1834.

SIR: I have in conformity to your instructions completed the selections of quarter sections of lands for the orphan Choctaw children, authorised by the treaty of "Dancing Rabit Creek," but there are some

difficulties growing out of a confliction of claims, which I deem it my duty to make known to the department.

In reference to this matter, I will remark that the locations made prior to the settlement of claims under the 16th & 19th articles of the treaty by myself, conflict, in many instances, with those made by Col. George W. Martin. I have also ascertained that several of the quarter sections of land selected for the orphans and reported to the department in my communication of the 12th April, last, conflict with other individual claims, allowed under the said 14th & 19th articles of the treaty, and I have not a doubt that they are entitled to precedence over the orphans' claims.

To obviate all difficulties growing out of the circumstances adverted to, I would respectfully suggest the propriety of raising the orphans' locations, in all cases of confliction, and laying them elsewhere on unoccupied land; in this opinion I am fortified from the fact that no injury or prejudice to their interest would result in the smallest degree, as there is an abundance of land yet unoccupied equally valuable with that on which the conflicting locations are made, in reference both to location, situation, and fertility of soil. This course I should have promptly adop'ed and assumed the responsibility of raising and laying them elsewhere, but for the fact of my report having been received by the department and become matter of record. On this point I shall not, however, attempt further to act until I shall have received your special instructions, which I invite at as early a period as will suit your own convenience.

I have not as yet assigned to each orphan his particular quarter section in the manner pointed out by your letter of 20th June, and shall await your further instructions relative thereto.

Several lawsuits have already arisen, and others are likely to arise, about claims under the treaty, and I hope the department will adopt speedily such measures as will be calculated to put them forever at rest.

The duties devolved upon me have been discharged with as much promptitude and expedition as the nature of the business would permit, and would long since have terminated but for the causes stated; which I trust will be a sufficient apology, if any is required, for the apparent unnecessary delay.

Respectfully, your ob. st.,

WILLIAM TRAHERN,
Loct'g Agt. for Choctaw Orphan Children.

Hon. ELBERT HERRING,
Com. Ind'n Affairs.

A statement showing the numbers and location of the reservations of land granted to the Choctaw orphan children, under and by virtue of the provisions of the 19th article of the treaty made and entered into at Dancing Rabbit Creek, between the United States and the Choctaw Indians, on the 27th day of September, A. D. 1830; selected by William Trahern, in conformity with instructions from the War Department under date of August 12th, 1833.

The	SW.	¼	section	No.	15,	of	township	No.	24,	of	range	No.	2 east
"	SW.	¼	"	"	10,		"	"	24,	"	"	"	2 east
"	"		section	"	3,	"	"	"	24,	"	"	"	2 east
"	E.	½	"	"	4,	"	"	"	24,	"	"	"	2 east
"	E.	½	"	"	27,	"	"	"	25,	"	"	"	2 east
"	N.	½	"	"	32,	"	"	"	25,	"	"	"	3 east
"	SE.	¼	"	"	26,	"	"	"	25,	"	"	"	3 east
"	SW.	¼	"	"	25,	"	"	"	25,	"	"	"	3 east
"	S.	½	"	"	34,	"	"	"	25,	"	"	"	3 east
"	NE.	¼	"	"	4,	"	"	"	25,	"	"	"	2 east
"	NW.	¼	"	"	15,	"	"	"	25,	"	"	"	2 east
"	E.	½	"	"	3,	"	"	"	24,	"	"	"	3 east
"	NW.	¼	"	"	10,	"	"	"	24,	"	"	"	3 east
"	NE.	¼	"	"	4,	"	"	"	24,	"	"	"	3 east
"	SE.	¼	"	"	15,	"	"	"	25,	"	"	"	3 east
"	SW.	¼	"	"	14,	"	"	"	25,	"	"	"	3 east
"	SW.	¼	"	"	19,		"	"	24,		"		6 east
"	SE.	¼	"	"	20,		"	"	15,		"		1 east
"	NE.	¼	"	"	10,		"	"	15,		"		1 east
"	NW.	¼	"	"	11,		"	"	15,		"		1 east
"	NE.	¼	"	"	10,		"	"	17,		"		1 east
"	SW.	¼	"	"	15,		"	"	16,		"		1 west
"	NW.	¼	"	"	15,		"	"	16,		"		1 west
"	NW.	¼	SE. ¼, & SW. ¼		22,		"	"	16,		"		1 west
"	"		section,		9,		"	"	19,		"		17 east
"	"		section,		22,		"	"	19,		"		17 east
"	S.	½	"		5,		"	"	16,		"		18 east
"	"		section		7,		"	"	16,		"		18 east
"	"		section		8,		"	"	16,		"		18 east
"	NE.	¼	"		24,		"	"	17,		"		17 east
"	"	"	section		20,		"	"	17,		"		18 east
"	S.	½	"		22,		"	"	17,		"		17 east
"	"	"	section		1,		"	"	16,		"		17 east
"	"	"	section		17,		"	"	16,		"		18 east
"	"	"	section		9,		"	"	16,		"		18 east
"	N.	½	"		15,		"	"	16,		"		18 east
"	S.	½	"		10,		"	"	16,		"		18 east
"	SE.	¼	"		4,		"	"	17,		"		17 east
"	SW.	¼	"		3,		"	"	17,		"		17 east
"	"	"	section		9,		"	"	17,		"		17 east
"	E.	½	"		1,		"	"	17,		"		17 esta

Amount quarter section, 83.

Given under my hand the 12th day of April, A. D. 1834.

WILLIAM TRAHERN.

A list of Choctaw orphan claims, reported to this office by A. V. Brown, esqr., in township No. 25, range 2 east, as never having been confirmed.

	Section.	Township.	Range.		Section.	Township.	Range.
NE. ¼	4	25	2 east.	NW. ¼	28	25	2 east.
NW. ¼	15	"	"	SW. ¼	"	"	"
SW. ¼	22	"	"	SE. ¼	"	"	"
SE. ¼	"	"	"	NE. ¼	29	"	"
SW. ¼	23	"	"	NW. ¼	"	"	"
SE. ¼	"	"	"	SW. ¼	"	"	"
NE. ¼	27	"	"	SE. ¼	"	"	"
NW. ¼	"	"	"	NE. ¼	30	"	"
SW. ¼	"	"	"	NW. ¼	"	"	"
SE. ¼	"	"	"	SW. ¼	"	"	"
NE. ¼	28	"	"	SE. ¼	"	"	"

REGISTER'S OFFICE N. W. DIST.,
CHOCCHUMA, MISS.,
March 30th, 1837.

SIR: Above you have a list of Choctaw orphan claims, reported to this office by A. V. Brown as never having been confirmed, for to have them examined with the map to see if there is any confliction with any locations made under this or previous treaties. As there is neither the former register nor receiver at this place, I have got Col. Geo. W. Martin, the locating agent, to assist me in the examination. As the map of said township is not returned to this office, we have refer'd to the records of the register's office & to those of the locating agent, Col, Martin, and do not find any conflictions. The surveyor gen'l of this State has been informed that the above lands are offer'd for sale on 2nd Monday in June next, & requested to for'd the map of s'd township to this office without delay.

We are, sir, very respt., y'r ob't s'ts,

A. D. NICHOLSON,
Clk Reg. Office.
GEO. W. MARTIN,
L. Agent.

C. A. HARRIS, Esq.,
Comm'r Indian Affairs, Washington City.

COLUMBUS, *July* 27, 1836.

SIR: I have the honor to inform you that I have engaged Mr. Grant Lincecum, who has been reccommended to me by the register and receiver of the land office at this place, to examine the quality and ascertain the value of the orphan lands.

A day or two since I advised you that I had despaired of procuring a competent person to do this duty for the compensation proposed, and that I could not do otherwise than wait until Col. Martin should return from Tennessee and perform the duty myself. Major Howze, however, being made aware of the aid I required, has, from his more general acquaintance, been enabled to bring to my notice the individual above name', who, he assures me, is fully qualified to discharge the duty for which I have employed him.

I have the honor to be, with much respect, y'r ob't serv't,

E. B. GRAYSON.

A statement showing the number, location, and estimated value of lands granted to the Choctaw orphan children under and by virtue of provisions of the 19th article of the treaty of Sept., 1830, with the Choctaws.

Part of section.	No. of section.	Township.	Range.	Estimated value.		General remarks.
				Dolls.	Cts.	
SW. ¼	3	17	17 E.	8	00	Prairie & hickory.
SE. ¼	4	"	"	8	00	Prairie & hickory.
NE. ¼	9	"	"	7	00	Post oak.
NW. ¼	"	"	"	7	00	Post oak.
SW. ¼	"	"	"	7	00	Post oak.
SE. ¼	"	"	"	7	00	Post oak.
SW. ¼	22	"	"	8	00	Ash & hickory, unimproved.
SE ¼	"	"	"	8	00	Ash & hickory, unimproved.
NE. ¼	24	"	"	10	00	Prairie soil; has a partial improvement.
NW. ¼	9	19	17 E.	8	00	Post oak & hickory, unimproved.
SW. ¼	"	"	"	8	00	Post oak & hickory, unimproved.
SE. ¼	"	"	"	8	00	Post oak & hickory, unimproved.
NE. ¼	22	"	"	7	00	Timbered land, lays low; growth post oak.
NW. ¼	"	"	"	10	00	Prairie soil 2d quality, partially improved.
SW. ¼	"	"	"	12	50	Prairie soil 1st quality; improvements, good cotton-gin & negro houses.
SE. ¼	"	"	"	7	00	Timbered land, lays low; growth post oak.
SW. ¼	5	16	18 E.	10	00	Prairie & some ash land.
SE. ¼	"	"	"	10	00	Prairie & some ash land.
NE ¼	7	"	"	10	00	Ash & prairie.
NW. ¼	"	"	"	10	00	Ash & prairie.
SW. ¼	"	"	"	10	00	Ash & prairie.
SE. ¼	"	"	"	10	00	Ash & prairie.
NE. ¼	8	"	"	10	00	Ash & prairie.
NW. ¼	"	"	"	10	00	Ash & prairie.
SW. ¼	"	"	"	10	00	Ash & prairie.
SE. ¼	"	"	"	10	00	Ash & prairie.
NE. ¼	9	"	"	10	00	Prairie.
NW. ¼	"	"	"	10	00	Prairie.
SW. ¼	"	"	"	10	00	Prairie.
SE. ¼	"	"	"	10	00	Prairie.
SW. ¼	10	16	18 E.	10	00	Prairie.
SE. ¼	"	"	"	10	00	Prairie.
NE. ¼	15	"	"	10	00	Ash & hickory.
NW. ¼	"	"	"	10	00	Ash & hickory
NE. ¼	17	"	"	9	00	Ash slue & prairie.
NW. ¼	"	"	"	9	00	Ash slue & prairie.
SW. ¼	"	"	"	9	00	Ash slue & prairie.
SE. ¼	"	"	"	9	00	Ash slue & prairie.
NE. ¼	20	17	18 E.	8	00	Prairie.
NW. ¼	"	"	"	8	00	Prairie.
SW. ¼	"	"	"	8	00	Post oak & ash.
SE. ¼	"	"	"	8	00	Post oak & ash.

COLUMBUS, MI., *August 25th*, 1836.

I hereby certify that I have carefully examined the foregoing described lands located for the Choctaw orphans, and that I have to the best of my knowledge valued them fairly and correctly, and that sickness prevented my prosecuting the examination of said lands.

GRANT LINCICUM.

Part of section.	No. of section.	Township.	Range.	Estimated value.		General remarks.
				Dolls.	Cts.	
NE. ¼	10	15	1 E.	12	00	Undulting good soil; growth, oak, hickory, & blackjack; has 40 or 45 acres in cultivation, likewise a cabin & stable.
NW ¼	11	"	"	14	00	Undulating; good land; growth, oak, hickory, & blackjack; has 40 or 45 acres in cultivation.
SE. ¼	20	"	"	25	00	First rate prairie with some wood land in the southwest part; growth, oak, gum, & some ash & poplar.

Part of section.	No. of section.	Township.	Range.	Estimated value.		General remarks.
				Dolls.	Cts.	
NE. ¼	10	17	1 E.	20	00	Good prairie soil; has some woodland on the northwest part; growth, oak, hickory, gum, elm & maple.
NE. ¼	3	24	2 E.	10	00	Thin rolling land on the east side; growth, oak & hickory; rich bottom land on the west side, 30 or 35 of which is cleared.
NW. ¼	"	"	"	14	00	Rich bottom land, somewhat swampy; growth, oak, hickory, gum, poplar, dogwood, & some maple & ash; has 50 or 55 acres newly cleared and in cultivation.
SW. ¼	"	"	"	16	00	Good bottom land; oak, hickory, gum, dogwood & some poplar; has 40 or 45 acres in cultivation.
SE. ¼	"	"	"	4	00	Poor hilly land, except about 40 acres on the west side of rich bottom land, 12 or 15 of which is cleared, likewise a cabin and negro houses; growth, oak & hickory.
NE. ¼	4	"	"	6	00	Rich bottom land, very swampy; oak, hickory, gum, poplar, dogwood & maple; has 3 or 4 acres in cultivation.
SE. ¼	"	"	"	10	00	Good bottom land somewhat swampy; oak, hickory, gum, *gum*, dogwood & maple; has about 20 acres in cultivation.
SW. ¼	9	"	"	1	25	Low swampy land, mostly unfit for cultivation; growth, oak, hickory, gum, elm & maple.
NE. ¼	10	"	"	5	00	Poor hilly land on the east side; growth, oak & hickory; on the west side rich bottom land; has 25 or 30 acres cleared.
NW. ¼	"	"	"	9	00	Good bottom land, somewhat swampy; growth, oak, hickory, gum, poplar, dogwood & maple.
SW. ¼	"	"	"	12	00	Rich bottom land; somewhat swampy; growth, oak, hickory, gum, poplar, dogwood & maple; has about 30 acres in cultivation, and a small cabin on it.
SE. ¼	"	"	"	2	00	Poor hilly land; has several springs of good water, and seven or eight acres in cultivation.
NW. ¼	15	24	2 E.	12	00	Rich bottom land, somewhat swampy; oak, hickory, gum, & some poplar & maple; has about 25 acres in cultivation.
SW. ¼	"	"	"	15	00	Rich bottom land; growth, oak, hickory, gum, poplar, dogwood, maple, & some ash; has about 20 acres in cultivation.
NE. ¼	22	"	"	3	00	Rich bottom land on the west side, somewhat swampy; oak, hickory, gum, dogwood, & maple; residue poor & hilly.
NW. ¼	"	"	"	5	00	Low bottom land; a great portion of it swampy & unfit for cultivation; oak, hickory, gum, dogwood, & maple.
SW. ¼	"	"	"	6	00	Low & swampy; a great part unfit for cultivation; oak, hickory, gum, & maple.
NW. ¼	25	"	"	3	00	Poor hilly land; growth, oak, hickory, & some pine.
NE. ¼	26	"	"	3	00	Poor hilly land; growth, oak, hickory, & some dogwood.
NW. ¼	"	"	"	5	00	Undulating good land; growth, oak, hickory, & dogwood; has 10 or 12 acres in cultivation.
NW. ¼	27	"	"	9	00	Good bottom land, a portion of it swampy; growth, oak, hickory, gum, dogwood, & some maple.
SW. ¼	"	"	"	9	00	Low bottom land; somewhat swampy; growth, oak, hickory, gum, dogwood, & maple; has 20 or 25 acres in cultivation.
NE. ¼	33	"	"	7	00	Good bottom land, a portion of it swampy; growth, oak, hickory, gum, & some dogwood & maple.
NW. ¼	"	"	"	6	00	Good bottom land; a large portion of it swampy; growth, gum, oak, & some dogwood, hickory, & maple.
SW. ¼	"	"	"	3	00	The north part good bottom land; residue swampy & mostly unfit for cultivation; oak, hickory, gum, dogwood, & maple.
SE. ¼	"	"	"	3	00	Good bottom land; the south part swampy & unfit for cultivation; growth, oak, hickory, gum, maple, & dogwood.
NW. ¼	34	"	"	8	00	Rich bottom land; a small portion of it swampy; oak, hickory, gum, & some dogwood & maple.
SW. ¼	"	"	"	5	00	Good bottom land, a great portion of it swampy & unfit for cultivation; oak, hickory, gum, maple, & some poplar & dogwood.
SE. ¼	"	"	"	3	00	The west part bottom land; a great portion swampy and unfit for cultivation; oak, hickory, gum, maple & some poplar & dogwood; has good water and about 20 acres in cultivation; the east side poor & hilly.
NE. ¼	4	25	2 E.	18	00	Rich bottom land; growth, oak, hickory, gum, & some poplar, ash, & maple; overflows on the west side; has about 90 acres in cultivation, also a cabin & negro houses, & a gin and mill under the same roof.
NW. ¼	15	"	"	14	00	Rich bottom land; growth, oak, gum, & some hickory, poplar & ash; a part of it swampy; has about 15 acres in cultivation.
SW. ¼	22	"	"	5	00	Rich bottom land, very swampy; growth, oak, hickory, ash, gum, poplar, & maple.
SE. ¼	"	"	"	5	00	Poor hilly land; oak, hickory, & some pine; has a cabin and several acres in cultivation; it lies adjacent to the village of Tillatoba.

Part of section.	No. of section.	Township.	Range.	Estimated value.		General remarks.
				Dolls.	Cts.	
SW. ¼	23	"	"	6	00	Undulating good land; growth, oak, hickory, dogwood, & some pine; has 7 or 8 acres in cultivation.
SE. ¼	"	"	"	6	00	Undulating good land; growth, oak, hickory, dogwood, gum, & pine.
NE. ¼	27	"	"	25	00	Good bottom land; growth, oak, hickory, gum, & some maple & dogwood; has the village of Tillatoba on the northeast part of it.
NW. ¼	"	"	"	6	00	Low swampy bottom land; growth, oak, hickory, gum, maple, elm, & dogwood.
SW. ¼	"	"	"	8	00	Good bottom land, somewhat swampy; growth, oak, hickory, gum, maple. & dogwood; has a few acres in cultivation on the east side.
SE. ¼	"	"	"	12	00	Good bottom land; some portion of it swampy; oak, hickory, gum, & some pine; has 40 or 45 acres in cultivation; also a gin house & several small cabins.
NE. ¼	28	"	"	4	00	Good bottom land, a great part of it swampy; growth, oak, hickory, gum, & dogwood.
NW. ¼	"	"	"	3	50	Good bottom land, a part of it swampy; growth, oak, hickory, gum, & dogwood.
SW. ¼	"	"	"	4	00	Rich bottom land, very swampy; growth, oak, hickory, gum, dogwood, & cypress.
SE. ¼	"	"	"	6	00	Rich bottom land. somewhat swampy; growth, oak, hickory, gum, & dogwood.
NE. ¼	29	25	2 E.	3	00	Good bottom land, a great part of it swampy; growth, oak, hickory, gum, & dogwood.
NW. ¼	"	"	"	2	50	Good bottom land lies low & is swampy; growth, oak, hickory, gum, & dogwood.
SW. ¼	"	"	"	4	00	Rich bottom land, somewhat swampy; growth, oak, hickory, gum, & dogwood.
SE. ¼	"	"	"	4	00	Rich bottom land, somewhat swampy; growth, oak, hickory, gum, & some dogwood.
NE. ¼	30	"	"	2	00	Low swampy bottom land; growth, oak, hickory, gum, dogwood, elm, & maple.
NW. ¼	"	"	"	1	25	Low swampy land, mostly unfit for cultivation; growth, oak, gum, & elm.
SW. ¼	"	"	"	2	00	Rich bottom land, a great part overflows; growth, oak, gum, elm, & sycamore.
SE. ¼	"	"	"	3	00	Rich bottom land, somewhat swampy; growth, oak, hickory, gum, & dogwood.
NE. ¼	3	24	3 E.	1	50	Poor hilly land; growth, oak & hickory.
SE. ¼	"	"	"	1	50	Hilly, thin soil; growth, oak, hickory, & some pine.
NE. ¼	4	"	"	15	00	Good level land; growth, oak, hickory, gum, ash, & poplar; has about 100 acres in cultivation.
NW. ¼	10	"	"	6	00	Low level wet land; growth, oak, hickory, & pine; has about 40 acres in cultivation.
SW. ¼	14	25	3 E.	5	00	Good rolling land; growth, oak, hickory, & dogwood; has about 15 acres in cultivation.
SE. ¼	15	"	"	3	00	Poor rolling land; growth, oak & hickory; has 7 or 8 acres in cultivation.
SW. ¼	25	"	"	14	00	Mostly good bottom land; growth, oak, hickory, ash, gum, poplar, & dogwood; has about 70 acres in cultivation, & two small cabins.
SE. ¼	26	"	"	12	00	Mostly good bottom land; growth, oak, hickory, gum, ash, poplar, & dogwood; has about 60 acres in cultivation, likewise a double log cabin and negro houses.
NE. ¼	29	25	3 E.	3	50	Mostly poor hilly land; post oak, hickory, & pine; has an improvement of 17 or 18 acres.
NW. ¼	"	"	"	4	50	Thin rolling land; growth, oak, hickory; has about 30 acres in cultivation, likewise a cabin and good water.
SW. ¼	"	"	"	9	00	Good level land; growth, oak, hickory, ash, gum, & poplar; has 40 or 45 acres in cultivation.
SE. ¼	"	"	"	5	50	Undulating thin soil; growth, oak, hickory, pine, & dogwood.
NE. ¼	32	"	"	6	00	Low swampy land; oak, hickory, gum, ash, & poplar; has about 10 acres cleared, likewise a cabin & negro houses.
NW. ¼	"	"	"	9	00	Good bottom land, somewhat swampy; oak, hickory, ash, gum, poplar, & dogwood; has about 30 acres in cultivation.
SW. ¼	34	"	"	18	00	Good level land, a portion of it somewhat swampy; oak, hickory, gum, poplar, & some ash & dogwood; has about 100 acres in cultivation.
SE. ¼	"	"	"	12	00	Good level land, except a narrow strip on the south part; oak, hickory, gum, poplar, ash & dogwood; has about 50 acres in cultivation.
SE. ¼	19	24	6 E.	12	00	Good level land. a small portion of it swampy; has 30 or 40 acres in cultivation; growth, oak, hickory, gum, & dogwood.
NW. ¼	28	23	8 E.	5	00	Good undulating land; growth, oak, hickory, pine, & blackjack.

Part of section.	No. of section.	Township.	Range.	Estimated value.		General remarks.
				Dolls.	Cts.	
SW. ¼	"	"	"	5	00	Good level land, a portion low & wet; growth, oak, hickory, & pine.
SE. ¼	"	"	"	5	00	Good level land, a portion somewhat swampy; oak, hickory, & pine.
NE. ¼	29	"	"	4	00	Good undulating land, a portion wet & swampy; growth oak, hickory, & blackjack.
SE. ¼	"	"	"	7	00	Good level land; growth, oak & hickory.
NE. ¼	31	"	"	4	00	Good level land, a portion of it wet & swampy; growth, oak, hickory, & gum.
NE. ¼	32	23	8 E.	8	00	Good level land; growth, oak & hickory.
NW. ¼	"	"	"	8	00	Good level land; growth, oak & hickory.
NE. ¼	33	"	"	6	00	Good level land; growth, oak, hickory, & pine.
NW. ¼	"	"	"	5	00	Good level land, a portion low & wet; growth, oak, hickory, & pine.
SW. ¼	"	"	"	6	00	Good level land, a portion swampy; growth, oak, hickory, & some gum.
SE. ¼	"	"	"	8	50	Good level land; growth, oak, hickory, gum, & dogwood.
NW. ¼	34	"	"	4	00	Good level land, a portion low & wet; growth, oak & hickory.
SW. ¼	"	"	"	8	00	Good level land; growth, oak, hickory, gum, poplar, & dogwood.
NW. ¼	15	16	1 W.	12	00	Mostly level swampy land; growth, principally gum; has about 30 acres of first rate prairie in cultivation.
SW. ¼	"	"	"	35	00	Mostly first rate prairie; has about 80 acres in cultivation.
NW. ¼	22	"	"	30	00	Prairie interspersed with skirts of woodland; has about forty acres in cultivation.
SW. ¼	"	"	"	20	00	Prairie interspersed with skirts of woodland, some portion of it swampy; growth, principally gum; has about ten acres in cultivation.
SE. ¼	"	"	"	12	00	Mostly swamp; growth, principally gum; has some prairie in the south part.
S. ½	13	24	7 W.	12	00	Richland; land of the same quality in its neighborhood sells from $15 to 30 on time.

CHOCCHUMA, MI., *Oct. 28th*, 1836.

I hereby certify, that I have carefully examined the foregoing described lands located for the Choctaw orphans, from page 5, and that I have to the best of my knowledge valued them fairly and correctly.

SAMUEL HOSMER.

CHOCCHUMA, *Nov.* 18, 1836.

I herewith transmit a duplicate return of the valuation of Choctaw orphan reservations in compliance with the instructions I received from the Dep't of War.

The value affixed to the orphan land is in accordance with the prices of other lands of a like quality at the present time, but in determining the uniform price at which the lands shall be offered for sale, it will be proper to bear in mind the present and rapidly increasing scarcity of money; and what might be considered a fair valuation now might not be so considered some three or six months hence.

I have submitted the return to individuals largely engaged in land speculations, and they have with but few exceptions concurred in the opinion that a just [torn out] have been set on the lan [torn out] question.

There have been a num [torn out] of claims arising under othe [torn out] articles of the late Choctaw treaty conflicting with these orphan claims for the same lands, the deciding upon which has given me no little annoyance and trouble. I have had also locations to make to complete this class of claims, for which I request that some extra compensation may be allowed me, as the business of completing this long-delayed and

consequently troublesome batch of claims was entirely extra-official in regard to my other duties.

I shall await the communication informing the price fixed on by the President for the sale of these lands, and the authority to superintend them.

I am, with much respect, y'r ob't serv't,

E. B. GRAYSON.

P. S.—I have sent this communication to Manchester to be there mailed.

[L. B. No. 20, p. 496]

OFFICE OF INDIAN AFFAIRS,
January 27, 1837.

EDWARD B. GRAYSON, Esqr.,
Columbus, Mississippi:

I have to acknowledge the receipt of your letter of November 20th, covering a list of the locations for Choctaw orphans, of November 18th, transmitting a duplicate of the same paper and claiming extra compensation for making them, and of December 14th, with your account as assistant locating.

A part of the locations only could be submitted to the President for his approval, for the reasons stated in my letter of the 20th to Mr. Brown, which you will no doubt see. You will also learn from it why the duty of superintending the sale of these lands has been committed to him, and the confidence entertained here that you will cheerfully co-opperate with hin. In regard to your claim for compensation, upon the ground that this service has been "extra official in regard to (your) other duties," I beg leave to state that the subject is not viewed in that light. Your first appointment was "to make locations of reservations under the Choctaw treaty of 1830; for the orphans, doubtless, as well as for other claimants under the 19th, the 14th or the supplement articles of the treaty. If this was attended by a necessity to examine and decide questions of conflicting rights, the same necessity has arisen in making the other locations. You were informed on the 22nd of March that if the performance of this duty "will require a personal inspection of the lands and interfere too far with your other duties, you will select some competent person who is a good judge of lands and entirely disinterested to make the locations in conformity with the instructions of Mr. Frahern, and "if you employ a person to perform this duty he will be allowed the compensation allowed Mr. Frahern." It is obvious from this extract, that it was not intended to allow more than one compensation for this service. On the 27th of July last you advised the department that you had employed Mr. Lincecum "to examine the quality and ascertain the value of the orphan lands." For the "personal inspection" necessary in doing this, I presume Mr. Lincecum can claim the compensation at the same rate that was allowed Mr. Frahern. More than this it does not seem proper to allow any one.

Your account for traveling expenses as assistant locating agent is admitted and the amount will be remitted to you at Manchester, as you have requested.

Very respctfully, &c.,

C. A. HARRIS,
Commissioner.

[L. B. No. 23, p. 56.]

OFFICE INDIAN AFFAIRS,
December 11*th*, 1837.

A. V. BROWN, Esqr.,
Columbus, Mississippi:

SIR: Herewith I transmit a list of reservations selected for orphans in township 25, range 2 east; under the Choctaw treaty of 1830 their location received the approval of the President on the 28th ultimo, and, with the lists heretofore sent to you, embraced all the tracts that have been reserved for them.

Very respectfully, &c.,

C. A. HARRIS,
Commissioner.

WAR DEPARTMENT,
OFFICE INDIAN AFFAIRS,
January 26, 1837.

SIR: I have the honor to transmit herewith the copy of a list, marked A, of reservations located for orphans under the treaty with the Choctaws of 1830, which locations have been approved by the President.

It was contemplated, prior to your appointment, that these reserves should be sold under the direction of Mr. Grayson, but the relation in which you now stand to the government in the execution of the treaty suggests the propriety of committing the superintendence of it to you. Mr. Grayson will, however, co-operate with you.

I have to request that you will insert an advertisement in 3 or 4 newspapers published at Chocchuma, Columbus, & other suitable places, giving at least 60 days' notice of the times at which these lands will be exposed to public sale at the places named, in quarter sections, for gold or silver. The few reserves that are in Jackson land district will be sold at Chocchuma with those that are in the Chocchuma land district.

You will state in the advertisement that any purchaser who shall fail within a reasonable period, which you will determine, to comply with the terms of sale, will be held bound for the difference between the amount of his bid and the amount that may be obtained for the same land at a second sale, if the latter shall be less than the former.

It is my opinion that these lands ought to bring ten dollars per acre; and you will assume that sum as the minimum price, below which they must not be sold.

The south half of section 22, township 19, range 17 east, has been located for Ebenezer and Alexander Pitchlynn, and improvements having been made upon it by their grandfather, Major Pitchlynn, the President has directed that it shall be reserved from the general sale.

You will make duplicate lists of the sales, describing the tracts sold, the amount paid for each, whether in gold or silver, and the names of the purchasers; one of these lists you will forward to this office. Each purchaser will deposit the amount of his purchase to the credit of the Treasurer of the United States, either in the Planters' Bank of Mississippi and branches, or in the Agricultural Bank and branches. He will take duplicate certificates of deposit, one of which he will transmit through you to this office, the other he will leave with you till further notice. You will then issue to him a certificate, stating the fact of the purchase made by him, the tract purchased, the amount deposited by

him, the date of the deposit, as these two last facts appear on the certificates of deposit. When your report, accompanied by the certificates of deposit, is received, it will be submitted to the President, and, if approved by him, the sale will be complete; if not, the money will be returned to the purchaser.

I enclose a list of reservations, marked B, the locations of which have not been submitted for approval, for the reasons stated in the column of remarks. I will thank you to examine those in township 25, range 2 east, with the plat of survey in the proper land office, with the view to ascertain whether the locations conflict with any others, made under this or previous treaties, or do not conform to the sectional lines of the surveys, and report the result of this examination to this office. You will also please to designate the lots intended to be located in section 5, town. 16, range 18 E., and in section 20, town. 15, range 1 E.

You will be vigilant to detect any combination or other movement made for the purpose of preventing the full value of the land being obtained; and if you perceive any indication of such purpose, and of its probable success, you will stop the sale, and report the circumstances which induced you to adopt the measure.

Your reasonable expenses in the execution of this business will be allowed upon the usual vouchers.

Very respectfully, your most obt. svt.,

C. A. HARRIS,
Com'r.

A. V. BROWN, Esq.,
Columbus, Mississippi.

P. S.—If, upon examination, it shall appear that the locations on list B have been properly made, and are not liable to either of the objections stated, they can be embraced in the advertisement; but it should be distinctly announced that they have not been submitted to the President, but that they will be offered for sale with the others, if his approval should be previously received. The examination should be made the first thing, that the President's action on your report of it may reach you in time to enable you to sell all the orphan lands together.

C. A. H.

COLUMBUS, MISS., 1*st day June*, 1838.

SIR: The sale of the orphan lands of this district on Monday and Tuesday last amounted to the sum of seventy-six thousand four hundred and eighty-three dollars. One quarter-section lying in the Yazoo Valley was not sold. I shall offer it at Chocchuma, and have no doubt it will be sold for at least $2,000, which, added to the above amount, will show an average of about eight dollars and 50 cents per acre.

I fear I shall not be able to announce so favorable a result at Chocchuma, for which place I set out to-morrow. I shall retain the bonds taken in both sales for your directions concerning them. I think they ought not to be sent on but under the personal charge of some individual of good habits and character. Whilst in my possession I shall keep them in a trunk securely locked and deposited in one of the banks for safe-keeping. If not sent on from here by your directions, I shall take them with me to Tennessee when I go, and deposit them in bank there until I can find some responsible and suitable person going direct to Washington.

On my return from Chocchuma I shall make out my reports, 1st on the

approved and next on the suspended locations, and transmit them immediately to you.

On the subject of sending on with them the title papers in all the cases, I take the liberty of suggesting that the absence of so many title papers from this country may lead to much inconvenience to the parties, and may subject your department to great annoyance by the frequent enquiries and calls for them. It seems to me that in all *undisputed cases* the title papers ought to remain here ready to be delivered up to the proper parties on the issuance of a patent. In *controverted cases*, where the department might be called on to revise my decision, then, of course, *all the papers* should be sent up. In the 19th article cases, the papers of each case consist of the title papers, the depositions, and the oral testimony as given in before the commissioner and recorded by the clerk; these depositions and records of the testimony in each case will be deposited by me in your department for permanent preservation, but the title papers must be returned to the parties interested in them, and I suppose can be necessary at Washington only to show whether they constitute a regular chain from the Indian reserve to the present claimant. The Indian deed or title bond can rarely, if ever, be necessary to the parties after the issuance of the patent, and, therefore, *that* might be sent on and filed in your department never to be redelivered, but the intermediate conveyances of whatsoever description must be sent back and distributed to the proper owners of them.

If these suggestions should lead to any change in your former directions about the sending on of the title papers, be good enough to communicate it to me in time to regulate my course when I shall make the above reports.

Very respectfully, your ob't serv't,

A. V. BROWN.

Hon. C. A. HARRIS,
Com. Ind. Affa'rs, Washington.

AN ACCOUNT OF SALES OF CHOCTAW ORPHAN RESERVES AT COLUMBUS, ON MONDAY, THE 28TH DAY OF MAY, 1838; ALSO AT CHOCCHUMA ON WEDNESDAY, THE 6TH DAY OF JUNE, 1838.

An account of sales of Choctaw orphan reserves at Columbus, on Monday, the 28th day of May, 1838.

No. on schedule.	What part of section.	Section.	Township.	Range.	East or west.	Former estimated value.	Recent estimated value.	Minimum.	Price sold for per acre.	No. of acres.	Whole amount.	Bonds executed.	Names of purchasers.	Names of securities.	Certificates issued.
1	SW. ¼	3	17	17	E.	8 00	4 00	7 00	12 51	155.36	1,943 55	Executed	A. C. Jennings	John M. Ervin & James W. Ervin	Issued.
2	SE. ¼	4	17	17	E.	8 00	6 00	8 50	9 00	154.62	1,391 58	"	A. C. Jennings	John M. Ervin & James W. Ervin	Iss'd.
3	NE. ¼	9	17	17	E.	7 00	6 00	7 50	10 01	157.04	1,571 97	"	Ebenezer P. Odeneal	J. F. Carr & Edmund Dearing	Issued.
4	NW. ¼	9	17	17	E.	7 00	5 00	7 00	10 00	157.04	1,570 40	Ex'd	Tilghman M. Tucker	Jno. W. Byrne, Jno. T. Connell	Iss'd.
5	SW. ¼	9	17	17	E.	7 00	1 25	2 50	2 50	157.04	392 50	"	Ebenezer P. Odeneal	J. F. Carr & Edmund Dearing	Issued.
6	SE. ¼	9	17	17	E.	7 00	6 00	7 50	7 50	157.04	1,177 80	"	Ebenezer P. Odeneal	J. F. Carr & Edmund Dearing	Issued.
7	SW. ¼	22	17	17	E.	8 00	7 00	9 00	9 00	161.16	1,450 44	Not " ex'd	John H. Hairston		Issued.
8	SE. ¼	22	17	17	E.	8 00	8 00	9 50	9 50	161.16	1,531 02	"	Thomas L. Gilmer	Henry Buchannan & Thomas C. Billups.	Issued.
9	NE. ¼	24	17	17	E.	10 00	5 00	9 00	9 00	159.50	1,435 50	Not " ex'd	Henry L. Shackleford		
10	NW. ¼	9	19	17	E.	8 00	4 00	7 00	7 10	162.48	1,153 60	Not " ex'd	Lavender S. Wilkins		
11	SW. ¼	9	19	17	E.	8 00	5 00	7 50	9 15	162.48	1,486 69	"	Orlando Canfield	Reading S. Blount & Calvin H. Howell.	Iss'd.
12	SE. ¼	9	19	17	E.	8 00	5 00	7 50	7 80	162.48	1,267 34	"	Orlando Canfield	Reading S. Blount & Calvin H. Howell.	Iss'd.
13	NE. ¼	22	19	17	E.	7 00	2 00	4 50	8 00	159.38	1,275 04	Ex'd	John D. Bibb	Sam'l B. Malone & Wm. B. Winston.	Iss'd.
14	NW. ¼	22	19	17	E.	10 00	5 00	9 00	10 05	159.38	1,601 75	"	Thomas G. Blewett	Thomas McGee, John Huddliston, & John H. Hand.	Iss'd.
15	SW. ¼, being lots 19, 20, 21, & 22.	5	16	18	E.	10 00	4 00	8 00	10 25	160.16	1,641 64	"	Joseph J. Moore	Thomas C. Billups & John Moore.	Iss'd.
16	SE. ¼, being lots 17, 18, 23, & 24.	5	16	18	E.	10 00	1 25	4 00	4 00	160 16	640 54	"	Joseph J. Moore	Thomas C. Billups & John Moore.	Iss'd.
17	NE. ¼	7	16	18	E.	10 00	4 00	8 00	17 50	159.92	2,798 60	"	Thomas C. Billups	Joseph J. Moore & John Moore	Iss'd.
18	NW. ¼	7	16	18	E.	10 00	3 00	7 50	12 00	159.92	1,919 04	"	Thomas C. Billups	Joseph J. Moore & John Moore	Iss'd.
19	SW. ¼	7	16	18	E.	10 00	4 00	8 00	10 00	159.92	1,599 20	"	Thomas C. Billups	Joseph J. Moore & John Moore	Iss'd.
20	SE. ¼	7	16	18	E	10 00	4 00	8 00	10 55	159.92	1,687 15	"	Thomas C. Billups	Joseph J. Moore & John Moore	Iss'd.
21	NE. ¼	8	16	18	E.	10 00	4 00	8 00	12 50	160.37	2,004 62	"	Joseph J. Moore	Thomas C. Billups & John Moore.	Iss'd.
22	NW. ¼		16	18	E.	10 00	3 00	7 50	11 00	160.37	1,764 07	"	Thomas C. Billups	Joseph J. Moore & John Moore	Iss'd.

An account of sales of Choctaw orphan reserves at Columbus, on Monday, the 28th day of May, 1838—Continued.

No. on schedule.	What part of section.	Section.	Township.	Range.	East or west.	Former estimated value.	Recent estimated value.	Minimum.	Price sold for per acre.	No. of acres.	Whole amount.	Bonds executed.	Names of purchasers.	Names of securities.	Certificates issued.
23	SW. ¼	8	16	18	E.	10 00	4 00	8 00	10 00	160.37	1,603 70	Executed	Isaac Lane	James G. Mhoon & Ruffin Coleman.	Iss'd.
24	SE. ¼	8	16	18	E.	10 00	4 00	8 00	13 00	160.37	2,084 81	"	Joseph J. Moore	Thomas C. Billups & John Moore.	Iss'd.
25	NE. ¼	9	16	18	E.	10 00	4 00	8 00	11 80	159.39	1,880 80	60 days taken	Robert Freeman	.....	
26	NW. ¼	9	16	18	E.	10 00	4 00	8 00	17 00	159.39	2,709 63	"	Joseph J. Moore	Thomas C. Billups & John Moore.	Iss'd.
27	SW. ¼	9	16	18	E.	10 00	4 00	8 00	10 05	159.39	1,601 86	"	Isaac Lane	James G. Mhoon & Ruffin Coleman.	Iss'd.
28	SE. ¼	9	16	18	E.	10 00	4 00	8 00	10 05	159.39	1,601 86	"	Isaac Lane	James G. Mhoon & Ruffin Coleman.	Iss'd.
29	SW. ¼	10	16	18	E.	10 00	4 00	8 00	8 05	160.26	1,290 09	"	John Moore	Joseph J. Moore & Thomas C. Billups.	Iss'd
30	SE. ¼	10	16	18	E.	10 00	5 00	9 00	9 00	160.26	1,442 34	Ext'd	George R. Clayton	William L. Harris & Geo. H. Young.	Iss'd.
31	NE. ¼	15	16	18	E.	10 00	5 00	9 00	11 00	160.44	1,764 84	"	Charles G. Spann	Thomas G. Blewett & Thomas McGee.	Iss'd.
32	NW. ¼	15	16	18	E.	10 00	4 00	8 00	12 00	160.44	1,925 28	"	John Moore	Joseph J. Moore & Thomas C. Billups.	Iss'd.
33	NE. ¼	17	16	18	E.	9 00	4 00	7 50	10 25	160.27	1,642 76	"	Joseph J. Moore	Thomas C. Billups & John Moore.	Iss'd.
34	NW. ¼	17	16	18	E.	9 00	3 00	7 00	8 05	160.27	1,290 17	"	Isaac Lane	James G. Mhoon & Ruffin Coleman.	Issued.
35	SW. ¼	17	16	18	E.	9 00	2 00	6 00	8 05	160.27	1,290 17	"	Isaac Lane	James G. Mhoon & Ruffin Coleman.	Issued.
36	SE. ¼	17	16	18	E.	9 00	3 00	7 00	11 00	160.27	1,762 97	"	Joseph J. Moore	Thomas C. Billups & John Moore.	Issued.
37	NE. ¼	20	17	18	E.	8 00	8 00	9 00	11 00	162.09	1,782 99	"	Alexander B. Dearing	Edmund Dearing & J. F. Carr	Issued.
38	NW. ¼	20	17	18	E.	8 00	8 00	9 00	12 05	162.09	1,953 18	Ext'd	George R. Clayton	William L. Harris & Geo. H. Young.	Issued.
39	SW. ¼	20	17	18	E.	8 00	6 00	8 00	8 05	162.09	1,304 82	" " "	George R. Clayton	William L. Harris & Geo. H. Young.	Iss'd.
40	SE. ¼	20	17	18	E.	8 00	6 00	8 00	8 00	162.09	1,296 72	"	Joseph & William Sykes.	Isaac Lane & William F. Gillispie.	Issued.
41	NE. ¼	10	15	1	E.	12 00	5 00	8 50	8 50	162.80	1,383 80	"	W. W. Walton	Henry Gilliam & Elias Fisher	Issued.
42	NW. ¼	11	15	1	E.	14 00	6 00	10 00	10 00	161.78	1,617 80	"	Henry Gilliam	W. W. Walton & Elias Fisher	Iss'd.
43	SE. ¼	20	15	1	E.	25 00	.....	12 50	12 50	161.12	2,017 00	"	Nathan Hooker & Edward R. Burton.	J. L. B. Strange & G. F. Neill	Issued.

44	NE. ¼	10	17	1	E.	20 00	5 00	12 50	12 50	147.34	1,841 95	"	Elias Fisher & Champ Terry.	W. W. Walton & Henry Gilliam.	Issued.
45	NW. ¼	28	23	8	E.	5 00	1 25	3 00	3 00	160.04	480 12	E'ecuted	Thomas G. Blewett	Thomas McGee, John Huddleston, & John H. Hand.	Iss'd.
46	SW. ¼	28	23	8	E.	5 00	1 25	3 00	3 00	160.04	480 12	"	Thomas G. Blewett	Thomas McGee, John Huddleston, & John H. Hand.	Iss'd.
47	SE. ¼	28	23	8	E.	5 00	1 25	3 00	3 00	160.04	480 12	"	Thomas G. Blewett	Thomas McGee, John Huddleston, & John H. Hand.	Iss'd.
48	NE. ¼	29	23	8	E.	4 00	1 25	3 00	3 00	160.96	482 88	"	Thomas G. Blewett	Thomas McGee, John Huddleston, & John H. Hand.	Iss'd.
49	SE. ¼	29	23	8	E.	7 00	1 25	4 00	4 00	160.96	643 84	"	Thomas G. Blewett	Thomas McGee, John Huddleston, & John H. Hand.	Iss'd.
50	NE. ¼	31	23	8	E.	4 00	1 25	3 00	3 00	160.36	481 08	"	Thomas G. Blewett	Thomas McGee, John Huddleston, & John H. Hand.	Iss'd.
51	NE. ¼	32	23	8	E.	8 00	1 25	4 00	4 00	160.70	642 80	"	Thomas G. Blewett	Thomas McGee, John Huddleston, & John H. Hand.	Iss'd.
52	NW. ¼	32	23	8	E.	8 00	1 25	4 00	4 00	160.70	642 80	"	Thomas G. Blewett	Thomas McGee, John Huddleston, & John H. Hand.	Iss'd.
53	NE. ¼	33	23	8	E.	6 00	1 25	4 00	4 00	160.52	642 08	"	Thomas G. Blewett	Thomas McGee, John Huddleston, & John H. Hand.	Iss'd.
54	NW. ¼	33	23	8	E.	5 00	1 25	4 00	4 00	160.52	642 08	"	Thomas G. Blewett	Thomas McGee, Jokn Huddleston, & John H. Hand.	Iss'd.
55	SW. ¼	33	23	8	E.	6 00	1 25	4 00	4 00	160.52	642 08	"	Thomas G. Blewett	Thomas McGee, John Huddleston, & John H. Hand.	Iss'd.
56	SE. ¼	33	23	8	E.	8 50	1 25	4 00	4 00	160.52	642 08	"	Thomas G. Blewett	Thomas McGee, John Huddleston, & John H. Hand.	Iss'd.
57	NW. ¼	34	23	8	E.	4 00	1 25	3 00	3 00	160.28	480 84	"	Thomas G. Blewett	Thomas McGee, John Huddleston, & John H. Hand.	Iss'd.
58	SW. ¼	34	23	8	E.	8 00	1 25	4 50	4 50	160.28	724 26	"	Thomas G. Blewett	Thomas McGee, John Huddleston, & John H. Hand.	Iss'd.
											$78,500 76				

At Chocchuma on Wednesday, the 6th day of June, 1838.

59	NE. ¼	3	24	2	E.	10 00	1 00	2 50	2 50	156.27	390 67	Executed	John Colbert	Morgan McAfee & James T. Crofford.	Iss'd.
60	NW. ¼	3	24	2	E.	14 00	2 00	8 00	8 00	156.27	1,250 16	"	John Colbert	Morgan McAfee & James T. Crofford.	Iss'd
61	SW. ¼	3	24	2	E.	16 00	3 50	9 50	9 50	156.27	1,484 56	"	John Colbert	Morgan McAfee & James T. Crofford.	Iss'd.
62	SE. ¼	3	24	2	E.	4 00	1 25	2 50	2 50	156.27	390 67	"	John Colbert	Morgan McAfee & James T. Crofford.	Iss'd.
63	NE. ¼	4	24	2	E.	6 00	2 50	4 00	4 00	154.90	619 60	"	John Colbert	Morgan McAfee & James T. Crofford.	Iss'd.
64	SE. ¼	4	24	2	E.	10 00	3 00	6 50	6 50	154.90	1,006 85	"	John Colbert	Morgan McAfee & James T. Crofford.	Iss'd
65	SW. ¼	9	24	2	E.	1 25	" 25	1 25	1 25	160.32	200 40	"	Franklin E. Plummer	C. G. Plummer & Al Chisholm	Iss'd.
66	NE. ¼	10	24	2	E.	5 00	1 25	3 00	3 00	162.05	486 15	"	John Colbert	Morgan McAfee & Jas. T. Crofford.	Iss'd.

At Chocchuma, on Wednesday, the 6th day of June, 1838—Continued.

No. on schedule.	What part of section.	Section.	Township.	Range.	East or west.	Former estimated value.	Recent estimated value.	Minimum.	Price sold for per acre.	No. of acres.	Whole amount.	Bonds executed.	Names of purchasers.	Names of securities.	Certificates issued.
67	NW. ¼	10	24	2	E.	9 00	1 25	5 00	5 00	162. 05	810 25	Executed	Thomas G. Blewett	Thomas McGee, John Huddleston, & John H. Hand.	Iss'd
68	SW. ¼	10	24	2	E.	12 00	3 50	7 50	7 50	162. 05	1, 215 37	"	Samuel J. Wright	R. H. Hanna & James Carson	Is'd.
69	SE. ¼	10	24	2	E.	2 00	75	1 25	1 25	162. 05	202 56	"	Franklin E. Plummer	C. G. Plummer & A. C. Chisholm	Is'd.
70	NW. ¼	15	24	2	E.	12 00	1 50	6 50	6 50	161. 37	1, 048 90	"	Smith Murphy	George Dillard & James Alford	Is'd.
71	SW. ¼	15	24	2	E.	15 00	3 50	9 00	9 00	161. 37	1, 452 33	"	Smith Murphy	George Dillard & James Alford	Is'd.
72	NE. ¼	22	24	2	E.	3 00	1 00	1 25	2 05	160. 29	228 59	"	Thomas G. Blewett	Thomas McGee, John Huddleston, & John H. Hand.	Iss'd.
73	NW. ¼	22	24	2	E.	5 00	2 50	3 50	3 50	160. 29	561 00	"	Thomas G. Blewett	Thomas McGee, John Huddleston, & John H. Hand.	Iss'd.
74	SW. ¼	22	24	2	E.	6 00	1 50	3 50	3 50	16. 029	561 00	"	Thomas G. Blewett	Thomas McGee, John Huddleston, & John H. Hand.	Iss'd.
75	NW. ¼	25	24	2	E.	3 00	1 25	2 00	2 00	161. 08	322 16	"	Morgan McAfee	Jessee McAfee & James T. Crofford.	Is'd.
76	NE. ¼	26	24	2	E.	3 00	2 00	2 50	2 50	160. 13	400 32	"	Thomas G. Blewett	Thomas McGee, John Huddleston, & John H. Hand.	Iss'd.
77	NW. ¼	26	24	2	E.	5 00	3 00	4 00	4 00	160. 13	640 52	"	Thomas McGee	Thomas G. Blewett, John Huddleston, & John H. Hand.	Iss'd.
78	NW. ¼	27	24	2	E.	9 00	2 50	5 50	5 50	159. 96	879 78	"	Morgan McAfee	Jessee McAfee & James T. Crofford.	Is'd.
79	SW. ¼	27	24	2	E.	9 00	1 25	5 00	5 00	159. 96	799 80	"	Morgan McAfee	Jessee McAfee & James T. Crofford.	Iss'd.
80	NE. ¼	33	24	2	E.	7 00	25	2 50	2 50	159. 63	399 07	"	Thomas G. Blewett	Thomas McGee, John Huddleston, & John H. Hand.	Iss'd.
81	NW. ¼	33	24	2	E.	6 00	25	2 00	2 00	159. 63	319 26	"	Thomas G. Blewett	Thomas McGee, John Huddleston, & John H. Hand.	Iss'd.
82	SW. ¼	33	24	2	E.	3 00	50	1 50	1 50	159. 63	239 44	"	Thomas G. Blewett	Thomas McGee, John Huddleston, & John H. Hand.	Iss'd.
83	SE. ¼	33	24	2	E.	3 00	50	1 50	1 50	159. 63	239 44	"	Thomas G. Blewett	Thomas McGee, John Huddleston, & John H. Hand.	Iss'd.
84	NW. ¼	34	24	2	E.	8 00	1 25	4 50	4 50	159. 82	719 19	"	Morgan McAfee	Jessee McAfee & James T. Crofford.	Is'd.
85	SW. ¼	34	24	2	E.	5 00	1 25	3 00	3 00	159. 82	479 46	"	Morgan McAfee	Jessee McAfee & James T Crofford.	Is'd.
86	SE. ¼	34	24	2	E.	3 00	2 00	2 50	2 50	159. 82	399 55	"	Morgan McAfee	Jessee McAfee & James T. Crofford.	Is'd.
87	NE. ¼	4	25	2	E.	18 00	3 00	7 00	7 00	161. 30	1, 129 10	"	James T. Crofford	James Alford & J. A Young	Iss'd.

88	NW. ¼	15	25	2	E.	14 00	2 50	6 00	6 00	161.70	970 20	Executed	Isham L. Watkins	Thomas A. Cheves & George W. Johnson.	Iss'd.
89	SW. ¼	22	25	2	E.	5 00	1 25	3 00	3 00	159.90	479 70	"	Thomas G. Blewett	Thomas McGee, John Huddleston, & John H. Hand.	Iss'd.
90	SE. ¼	22	25	2	E.	5 00	1 25	3 00	3 00	159.90	479 70	Executed	Thomas A. Cheves	J. L. Watkins & George W. Johnson.	Iss'd.
91	SW. ¼	23	25	2	E.	6 00	1 25	3 50	3 50	158.85	555 97	"	Thomas G. Blewett	Thomas McGee, John Huddleston, & John H. Hand.	Iss'd.
92	SE. ¼	23	25	2	E.	6 00	3 50	4 50	4 50	158.85	714 82	*See " bond.	James Alford	Benjamin Carson & John W. Scott.	Iss'd.
93	NE. ¼	27	25	2	E.	25 00	2 50	10 50	20 00	161	3,220 00	"	Charles G. Plummer	Franklin E. Plummer, Morgan McAfee, & John Colbert.	Iss'd.
94	NW. ¼	27	25	2	E.	6 00	1 50	3 50	6 25	161	1,006 25	"	Charles G. Plummer	Franklin E. Plummer, Morgan McAfee, & John Colbert.	Iss'd.
95	SW. ¼	27	25	2	E.	8 00	2 00	5 00	5 50	161	885 50	"	Charles G. Plummer	Franklin E. Plummer, Morgan McAfee, & John Colbert.	Iss'd.
96	SE. ¼	27	25	2	E.	12 00	2 00	7 00	7 00	161	1,127 00	"	Charles G. Plummer	Franklin E. Plummer, Morgan McAfee, & John Colbert.	Iss'd.
97	NE. ¼	28	25	2	E.	4 00	0 00	2 00	2 00	160.35	320 70	"	Thomas G. Blewett	Thomas McGee, John Huddleston, & John H. Hand.	Iss'd.
98	NW. ¼	28	25	2	E.	3 50	0 00	1 25	1 25	160.35	200 43	"	Thomas G. Blewett	Thomas McGee, John Huddleston, & John H. Hand.	Iss'd.
99	SW. ¼	28	25	2	E.	4 00	0 00	2 00	2 00	160.35	320 70	"	Thomas G. Blewett	Thomas McGee, John Huddleston, & John H. Hand.	Iss'd.
100	SE. ¼	28	25	2	E.	6 00	0 00	3 00	3 00	160.35	481 05	"	Thomas G. Blewett	Thomas McGee, John Huddleston, & John H. Hand.	Iss'd.
101	NE. ¼	29	25	2	E.	3 00	0 00	1 25	1 25	159.75	199 68	"	Thomas G. Blewett	Thomas McGee, John Huddleston, & Jno. H. Hand.	Is'd.
102	NW. ¼	29	25	2	E.	2 50	0 00	1 25	1 25	159.75	199 68	"	Thomas G. Blewett	Thomas McGee, John Huddleston, & Jno. H. Hand.	Is'd.
103	SW. ¼	29	25	2	E.	4 00	0 00	1 25	1 25	159.75	199 68	"	Thomas G. Blewett	Thomas McGee, Jno. Huddleston, & Jno. H. Hand.	Is'd.
104	SE. ¼	29	25	2	E.	4 00	0 00	1 25	1 25	159.75	199 68	"	Thomas G. Blewett	Thomas McGee, Jno. Huddleston, & Jno. H. Hand.	Is'd.
105	NE. ¼	30	25	2	E.	2 00	0 00	1 25	1 25	160.05	200 06	"	Thomas G. Blewett	Thomas McGee, Jno. Hudleston, & Jno. H. Hand.	Is'd.
106	NW. ¼	30	25	2	E.	1 25	0 00	1 25	1 25	160.05	200 06	"	Gilbreth F. Neill & Joseph Drake.	E. R. Burton & J. M. Glover	Is'd.
107	SW. ¼	30	25	2	E.	2 00	0 00	1 25	1 25	160.05	200 06	"	Gilbreth F. Neill & Joseph Drake.	E. R. Burton & J. M. Glover	Is'd.
108	SE. ¼	30	25	2	E.	3 00	0 00	1 25	1 25	160.05	200 06	"	Thomas G. Blewett	Thomas McGee, Jno. Huddleston, & J. H. Hand.	Is'd.
109	NE. ¼	3	24	3	E.	1 50	1 00	1 25	1 25	157.76	197 18	"	James T. Crofford	John Colbert & Morgan McAfee.	Is'd.
110	SE. ¼	3	24	3	E.	1 50	1 00	1 25	1 25	157.76	197 20	"	Benjamin Bullock	Allen Sneed & Walter A. Mangum.	Is'd.
111	NE. ¼	4	24	3	E.	15 00	4 00	7 50	7 50	157.76	1,181 17	"	James T. Crofford	John Colbert & Morgan McAfee.	Is'd.
112	NW. ¼	10	24	3	E.	6 00	4 00	6 00	6 00	160.50	963 00	"	Thomas J. Calhoun	James T. Crofford & Benjamin Carson.	Is'd.
113	SW. ¼	14	25	3	E.	5 00	1 50	3 00	3 00	158.55	475 65	Executed	John W. Scott	James Scott & Walter A. Mangum.	Is'd.
114	SE. ¼	15	25	3	E.	3 00	1 50	2 00	3 26	158.25	515 91	"	John W. Scott	James Alford & Walter A. Mangum.	Is'd.

At Chocchuma, on Wednesday, the 6th day of June, 1838—Continued.

No. on schedule.	What part of section.	Section.	Township.	Range.	East or west.	Former estimated value.	Recent estimated value.	Minimum.	Price sold for per acre.	No. of acres.	Whole amount.	Bonds executed.	Names of purchasers.	Names of securities.	Certificates issued.
115	SW. ¼	25	25	3	E.	14 00	2 00	6 00	6 00	160. 21	961 26	Executed	William A. Meek	Benjamin Carson & T. J. Calhoun.	Is'd.
116	SE. ¼	26	25	3	E.	12 00	2 00	6 00	6 00	160. 10	960 60	"	Albert Sneed	Andrew Lee, jnr., & B. Bullock.	Is'd.
117	NE. ¼	29	25	3	E.	3 00	1 25	2 00	4 75	160. 30	761 42	60 days allowd	John W. Scott	.....	
118	NW. ¼	29	25	3	E.	4 50	3 00	3 50	3 50	160. 30	571 05	"	Andrew Lee, jr	Benjamin Carson & Albert Sneed.	Is'd.
119	SW. ¼	29	25	3	E.	9 00	3 50	6 00	6 00	160. 30	961 80	"	Andrew Lee, jr	Benjamin Carson & Albert Sneed.	Is'd.
120	SE. ¼	29	25	3	E.	5 50	1 25	3 00	3 00	160. 30	480 90	"	Nathan Hooker & Edward R. Burton.	J. L. B. Strange & G. F. Neill	Is'd.
121	NE. ¼	32	25	3	E.	6 00	1 50	3 50	3 50	159. 80	559 30	"	Benjamin Carson	Andrew Lee, jnr., & James Alford.	Is'd.
122	NW. ¼	32	25	3	E.	9 00	3 00	6 00	6 00	159. 80	958 80	"	Benjamin Carson	Andrew Lee, jnr., & James Alford.	Is'd.
123	SW. ¼	34	25	3	E.	18 00	4 00	9 00	9 00	158. 40	1, 425 60	"	James T. Crofford	John Colbert & Morgan McAfee.	Is'd.
124	SE. ¼	34	25	3	E.	12 00	3 00	7 50	7 50	158. 40	1, 188 00	"	Walter A. Mangum	John W. Scott & B. Bullock.	Is'd.
125	SE. ¼	19	24	6	E.	12 00	5 00	8 00	8 00	158. 27	1, 266 16	"	Charles G. Plummer	F. E. Plummer, John Colbert, & Morgan McAfee.	Is'd.
126	NW. ¼	15	16	1	W.	12 00	5 00	8 50	8 50	160	1, 360 00	"	Franklin E. Plummer.	C. G. Plummer, Morgan McAfee, & Jno. Colbert.	Is'd.
127	SW. ¼	15	16	1	W.	35 00	6 50	12 00	12 00	160	1, 920 00	"	Franklin E. Plummer.	C. G. Plummer, Morgan McAfee, & Jno. Colbert.	Is'd.
128	NW. ¼	22	16	1	W.	30 00	6 50	12 00	12 00	160	1, 920 00	"	Franklin E. Plummer.	C. G. Plummer, Morgan McAfee, & Jno. Colbert.	Is'd.
129	SW. ¼	22	16	1	W.	20 00	6 00	11 00	11 00	160	1, 760 00	"	Franklin E. Plummer.	C. G. Plummer, Morgan McAfee, & Jno. Colbert.	Is'd.
130	SE. ¼	22	16	1	W.	12 00	6 00	9 00	9 00	160	1, 440 00	"	Franklin E. Plummer	C. G Plummer, Morgan McAfee, & Jno. Colbert.	
131 & 132	S. ½	13	26	7	W.	12 00	not ex'd	12 00	12 00	319. 34	3, 832 08	Not ex'd.	Nathan Hooker & Edward R. Burton.	.....	
											$57, 094 21				

I do hereby certify the above to be a correct account of the sales of the lands therein mentioned, accidental errors excepted.

COLUMBUS, *June 15th*, 1838.

A. V. BROWN, *Com.*

RULE ISSUED AUGUST 26, 1881.

In the United States Court of Claims, December Term, A. D. 1881.

THE CHOCTAW NATION OF INDIANS
vs.
THE UNITED STATES.

The claimant, by John B. Luce, its attorney, moves the court for a rule on the honorable Secretary of the Interior, requesting him to transmit to this court, to be used as evidence on the hearing of the above-entitled cause, certified copies of the following records and papers, viz:

I. Copy of the account stated by the Secretary of the Interior, under the resolutions of the Senate of the United States constituting the award in favor of the Choctaw Nation, passed March 9, 1859, which account stated was transmitted by the Secretary of the Interior to Congress with the letter of that office dated May 8, 1860.

II. The names of the persons appointed by the Secretary of War, or the Commissioner of Indian Affairs, between February, 1831, and December 31, 1846, to assist or superintend the removal of the Choctaw Indians from the lands ceded by the Choctaw Nation to the United States by the treaty of September 27, 1830.

III. Copies of the correspondence that passed between the Secretary of War, or the Commissioner of Indian Affairs, and the said agents or officers on the subject of the removal of said Indians during the time said officers or agents were engaged in the performance of that duty.

IV. Copies of all correspondence that passed between the Secretary of War, the Secretary of the Interior, or the Commissioner of Indian Affairs, and those officers and agents of the United States appointed to deliver the scrip issued to the Choctaw Indians in lieu of the reservations to which they were entitled under article xiv of the treaty of September 27, 1830, and for which provision was made in the act of Congress approved August 23, 1842.

JOHN B. LUCE,
Attorney for Claimant.

By JOHN J. WEED,
Of Counsel.

ANSWER TO RULE ISSUED AUGUST 26, 1881.

[Letter-book No. 21, page 24.]

OFFICE INDIAN AFFAIRS,
Feby. 2, 1837.

Capt. J. A. PHILLIPS,
Superdt Choctaw Reml., Natchez, Mississippi:

SIR: I acknowledge the receipt of your letters of the 8th December last and 14th ultimo. The obstacles to be encountered in removing the Choctaws, as reported by you, had been anticipated in this office. You will, however, continue your most zealous efforts to accomplish the object of the government in relation to these Indians.

It has been represented to this office that a large majority of the Choctaws now residing in Mississippi are located in the counties of Jasper, Leake, Scott, Winston, Neshoba, and Newton. I suggest to you the expediency of taking a position more central in relation to this population than the one you now occupy at Natchez. By placing yourself in a situation where you will have opportunities for more frequent and familiar intercourse you may be enabled to produce a favorable impression upon them, and by inducing a removal save these unfortunate people from the disastrous consequences of the threatened violence of the whites. Unless you have strong reasons to the contrary, it will be expected that you will act in accordance with the above suggestion; and I think that visits by yourself and your assistants to the different settlements would afford valuable opportunities for convincing these Indians and persuading them to remove.

The original instructions prepared for the superintendence of the Choctaw emigration, which it is presumed are in your possession, disclaim all right of force or compulsion in effecting the emigration. The treaty with this tribe leaves every individual at full liberty to go or stay, and no means can now be resorted to effect a removal other than those of moral suasion and argument, and considerations addressed to the judgment and reason of these people. And here it may be proper to remind you that the contemplated emigration is not in pursuance of any treaty stipulation. The treaty with the Choctaws providing for their emigration has long since expired in that respect by its own limitation, and the present movement in which you are engaged originates from a gratuitous appropriation by Congress for the mutual benefit of the Indians and the citizens of Mississippi. You will report frequently and fully of the progress of the business committed to your charge, and when it will appear that a removal will take place, the necessary funds will be forwarded. At present it is not deemed advisable to make a remittance.

I am, &c.,

C. A. HARRIS,
Commissioner.

[Letter-book 21, page 221.]

OFFICE INDIAN AFFAIRS,
March 28th, 1837.

Capt. J. A. PHILLIPS,
Superdt. Choctaw Removal, Natchez, Mississippi:

SIR: I acknowledge the receipt of your three letters dated respectively 1st February last, and 3d and 6th instant. The result of your efforts to procure the emigration of the remnant of the Choctaw tribe now in Mississippi, as reported by you, is not unexpected by this Department. The prospect in relation to this business, it is believed, will not justify any further labor or expense. You will therefore suspend any further proceedings, as the government will have occasion for your services as disbursing officer for the emigration of the Chicasaws. In the progress of this latter service it may be possible to induce the Choctaws to join the Chicasaws, and that object will be kept in view in the hope that the intentions of the government may be thus accomplished in relation to the Choctaws. Instructions will be soon forwarded to you for your government in the Chicasaw removal, directed to you at Memphis, Tennessee, to which place you will please repair without delay.

You will, however, leave Mr. Cross with the Choctaws to improve all the means he can bring to bear to induce their removal, and you are requested to cause frequent reports of all occurrences to be made to this office.

I am, &c.,

C. A. HARRIS,
Commissioner.

NATCHEZ, MISS., *December 8th*, 1836.

SIR: In obedience to your instructions addressed to me at Louisville, Ky., I proceeded to this place for the purpose of making arrangements to carry into effect the wishes of the government in relation to the Choctaw Indians still remaining in the State of Mississippi.

Accompanied by Mr. Cross, my assistant, I visited that portion of the State recently owned by the Choctaws. I saw some of the most influential men among them, and from Cobb, who is nominally at the head of about 150 warriors who live about him, I learnt that most of his people were dispersed through that and the southern part of the State, picking cotton and hunting, and that they would not return before the middle of February next. I asked him many questions touching the wishes & condition of his people, but his answers were generally unsatisfactory. Among other questions I inquired if any of his people had expressed a desire to emigrate west, could they obtain the assistance of the government? He said he never had heard any of them express a desire to leave their old homes. I saw several small parties on their way to pick cotton and hunt, who looked in their outward appearance much more cleanly and comfortable than many of their tribe who emigrated to the west three and four years ago.

I did not visit "Little Leader" and the "Moglushers'" settlement, as I was informed by Cobb that those Indians, like his own people, generally were absent picking cotton and hunting. "Little Leader," it will be recollected, perhaps has always been opposed to emigrate himself and used all his influence to prevent his warriors. This part of the Choctaws as well as the "Moglushers," would never meet the agents of government in council during the former emigration; and even now these people entertain the quixotic idea of the British landing in this country to assist them in retaking their lands.

Finding all these Indians dispersed throughout the State, and aware of the impossibility of meeting them in council before they were ready, I reluctantly appointed the middle of February next, to revisit them and make known the benevolent intentions of the government toward them. This delay, however, will not, I apprehend, impede the emigration; for if they are disposed to remove at all, they will require but a very few days to prepare for their departure. Besides, I think any attempt to get these Choctaws off before the 1st or middle of March next would be a serious objection to their removal, as they are aware their friends suffered very much from cold in the former emigration.

It is not in my power at present, I regret, to state the probable number of these people that may be induced to remove. There are reasons why I think many will not be disposed to emigrate; among these are their natural predilection for this land of their birth, their constant aversion to dispose of their country, and the claim they still maintain they have to a part of the land ceded by the stipulations of the last treaty, by which those who wished to remain in the State and become citizens were entitled to do so under certain promises. This last subject, now

before Congress, I fear will be a considerable objection to their removal. Besides, so long as these Indians can find employment picking cotton at the rate of $1 a day half the year, hunt a little, and procure whisky when they wish, I fear there will be but little prospect of inducing them to join their people in the West.

In relation to the citizens wishing these Indians removed, and of their disposition to commit depredations on the property of citizens of this State, I beg leave to state that I have not heard of a single instance of their being troublesome, and, of the many planters with whom I have conversed on the subject of their removal, all have expressed a desire that I might not succeed in removing them; among the number is my friend Dr. Gwinn, who is, I believe, not unknown to the department.

It is possible I may get 500 Choctaws to remove in March next; and for this purpose and with the hope I may not be disappointed in my estimate, I desire that another draft for $5,000 may be sent me.

The expense of removing these Indians will be very great, owing to the high price of provisions and transportation. Corn is now selling at $2 a bushel. The cost of a team per day will not be less than $8.

I am informed that there is a considerable number of Choctaws now living in the southern part of the State—in Jackson & Hancock Counties—whom I intend to visit in a few days.

My desire to inform the department of having done something more than having arrived in the State, induced me to delay until now making any communication.

I have selected this place as my location for the present.

Very respectfully, your ob't ser't,

J. A. PHILLIPS,
Capt. U. S. Army, Sup't Cho't Rem'v'l.

C. A. HARRIS, Esq.
Commissioner Indian Affairs, Washington City.

NEW ORLEANS, LA., *January* 14*th*, 1837.

SIR: In my letter of the 8th December last, I informed you of the result of my visit to the Choctaw Indians living in the northern part of the State of Mississippi and my intention to hold a council with those in Hancock County bordering on Lake Bourne. This duty has been accomplished.

There is about 250 Choctaws in that county, the majority of whom are wandering about destitute of homes, and almost of subsistence. Measures were taken to bring them into council, but so great were their suspicions of being removed by *force* that only fifty assembled. To them the views of the government were made known, the advantages of emigrating to the West, and the danger they were subjecting themselves to from the violence of the white population if they remained. These suggestions seemed to have but little effect upon them, and they even offered *to give up their guns*, to some authorized person to receive them, rather than go west; in doing which, they said, the charge of killing stock belonging to the whites could not hereafter be alleged against them.

The desire of these Indians to propitiate the favour of the whites, by whom they are surrounded, is characteristic of the Choctaw nation. And the fact of their voluntary relinquishment of the only weapon by which they obtain their precarious subsistence is, to me, the strongest

proof of the attachment they have for their native soil, and the unconquerable desire they manifest to remain in the home of their fathers.

As there was not a full council of the warriors, those present expressed a wish to have a meeting among themselves, which they appointed to take place to-day, at which time they would try to have a full meeting, and would then determine on the course they should adopt in relation to this important subject.

As the intercourse is but weekly between this city and Pearlington (near these Indians) I shall not be able to learn the decision of this council before the 25th instant. As soon as I obtain it I will advise you.

These Indians certainly are in a very destitute condition, and the greater part of the white people of the country are determined to expell them from it, "peaceably if they can, forcibly if they must," and I am inclined to believe the latter course will be adopted. The white citizens say the Indians kill their cattle & hogs and steal their corn, and, although the Indians do not manifest any hostility, the whites are very much annoyed by them. And I will here remark that *if the treaty of "Dancing Rabbit Creek" of* 1830 *does not guarantee the right of citizenship to those Indians who were not provided for with lands by said treaty*, the most effectual and speedy mode of getting them off would be for the proper department to say they must and shall go. Clothed with such power, I believe, they could be got off in a very short time and on their way west without much difficulty. And I believe I may assert with safety that this is the only course which the government or people can adopt to get rid of them east of the Mississippi.

My address will be Natchez, Miss.

Very respectfully, your obt. ser't,

J. A. PHILLIPS,
Capt. U. S. Army, Supt. Choct. Removal.

Emigration of Indians.
COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

NEW ORLEANS, *January 24th*, '37.

SIR: I have the honor to inform you that the band of Choctaws living near Pearlington, Miss., in council on the 14th inst., *decidedly unanimously that they will not emigrate to the west.*

I shall leave immediately for the northern part of the State of Missi. to hold a council with the Choctaws living in that quarter, agreeably to my arrangement with them in December last.

Please address me at Natchez.

Very respectfully, your obt. servt.,

J. A. PHILLIPS,
Capt. 7th Inf., Supt. Choc. Rem.

C. A. HARRIS, Esq.,
Commissioner Indian Affairs, Washington City.

NATCHEZ, MISSI., *Feby. 1st*, 1837.

SIR: In my letter of the 8th December last, I requested that a warrant for $5,000 might be drawn in my favour for defraying the expenses likely to be incurred in the collection and removal of the Choctaws in

this State. Not having heard of the receipt of my communication on this subject, I beg leave to renew my appli cation, and to suggest the propriety of the draft being made payable at New Orleans.

I shall leave here to-morrow for the old Choctaw Nation, for the purpose of holding a council with the Choctaws living in that quarter, as I have already advised you. Should these Indians decide against removal west (a conclusion which I now anticipate), I shall return to this place about the 1st March.

In the mean time I will be gratified to hear from you on this subject, and have the honor to be, very respectfully,

J. A. PHILLIPS,
Capt. 7th Inf., Supt. Rem. Choctaws.

C. A. HARRIS, Esq.,
Commissioner of Indian Affairs, Washington City.

NATCHEZ, MISS., *March 3d*, 1837.

SIR: I have returned from that portion of the State occupied by the Choctaw Indians. According to the arrangement which I made in November last, I fixed upon a day for meeting the Indians living in the middle of what was formerly called Leflore's district, but notwithstanding the ample time allowed them to meet, only 25 Indians came into council. To them I made known the wishes of the government, and used all the arguments calculated, as I thought, to induce them to emigrate. As the number was so small I did not deem their decision at that time desirable, and concluded to wait for a more general assemblage of these people. They are a part of the warriors that compose the party of which Cobb and Pickens were formerly chiefs, and consist of about 1,000 Indians, about $\frac{3}{4}$ of whom were advised of my desire to have them meet in council, the other $\frac{1}{4}$ were still absent.

The Indians composing Little Leader's and Post Oak's (or Six Town) parties, are by far the largest body of Indians in the State—in all about 4,000. With the exception of 1 or 200, these Indians are all absent, and will not return before the 10th or 15th April. I have been deceived in relation to the usual period for the return of the Choctaws from their winter excursion. In the fall I was told they would return in Feb'y, but I have since learnt they will not all get back before the period for planting corn.

I have found great difficulty in procuring a suitable interpreter. There are not more than 3 or 4 persons living in the vicinity of the Indians who are capable of interpreting indifferently, and these are in the pay of or are otherwise connected with land speculators, and of course are opposed to the Indian emigration. Fortunately, during my last visit in Leake County, I met by accident with a man by the name of Ellis, who emigrated with the Choctaws in 1831, and who has lived among them many years. He speaks the language well, and is popular with his adopted people. I have employed him as interpreter, and to aid in collecting the Indians at the rate authorized by the regulations for the Indian removal, but with the assurance that I would make such a representation to you as might induce the proper department to allow him his actual expenses in addition to his per diem allowance. It will be recollected that when the present regulations for the government of the Indian removal were adopted, labour, as well as the necessaries of life, was cheap; now, common labourers can command from $2 to $3 a day

(a sum about equal to the pay of a captain in the Army), and living is double what it was when I emigrated the Choctaws in 1832–'33. I suggest, therefore, that the pay of the interpreter while in service be increased to $1.50 a day, as an equivalent to his actual expenses. Unless this allowance is made it will be impossible to retain the services of Mr. Ellis; and all intercourse with the Indians will be suspended, as the other interpreters cannot be relied on if they could be employed.

There are three difficulties to be encountered in this emigration. First, and by far the most important as it regards its influence over the Choctaws, is the contested *land claims* under the 14th article of the treaty. The land speculators have induced the Indians to believe that the government by the treaty is bound to them for certain portions of land, and that they will procure it for them if they remain in the State; but by removing, their claim to the land may be forfeited. This I am told is one of the arguments, and a powerful one I fear it will prove, against their emigration. Such is the influence of these speculators over the Indians that it is very probable I think that no emigration will take place until this perplexing question is finally settled. But as it regards the advantage the Indians are to derive from a decision of this question, they might as well remove now as hereafter; for the land goes to the speculators should the claims be sustained. Of this, however, it is impossible to convince the Indians.

The next difficulty is the unexpected offer of the government to remove these Indians. They were not prepared for this arrangement, and as it is a subject of much importance to them I fear they will require a longer period to decide it than the department anticipated in the fall. Had these Indians been informed last summer or fall of the removal I think it not unlikely that I should now witness a greater disposition on their part to emigrate this spring. Indians generally require a long time to come to a decision on any important subject, but when once their resolution is taken they are not easily induced to alter or abandon it.

The last difficulty, and not the least in importance to the Choctaws, is the uncertainty of their procuring subsistence after they reach their new country. I have been asked if the government would subsist them for a year, and if not, how were they to live, if they removed in the spring? The first part of the question I answered in the negative, but to the last I knew serious fears might be entertained for them; for I am told that it is almost impossible to procure subsistence of (any kind west of the Mississippi, in consequence of the great emigration of Indians to Arkansas during the fall and winter. This circumstance I fear will prove a serious barrier to the emigration of the Choctaws this spring; for if they go west now they will not be able to raise corn for a year. The Indians to be emigrated are of the poorest class; they have no money, nor scarcely anything else; so that the prospect of subsistence west, at this time, is not calculated to solace them on their journey, or to lessen their fears of suffering for provision after their arrival. The price of corn west I am told is from $2 to $3 a bushel. The same scarcity and high prices prevail here; and from all the inquiries I have made I do not believe that sufficient corn could be procured in the counties in which the Indians live, and on the road, to subsist 500 of them in reaching the Mississippi.

You will perceive, sir, from this letter that I have very little hopes of inducing the Choctaws to emigrate this spring; and that if they could be induced to remove now the heavy expenses that would be incurred

might suggest the expediency of suspending the emigration until next fall.

I shall continue, however, to use all the exertions in my power to induce a speedy removal.

With respect & esteem, your ob't ser't,

J. A. PHILLIPS,
Capt. U. S. A., Sup't Choct. Removal.

To C. A. HARRIS, Esq.,
Commissioner I. Affairs, Washington, D. C.

NATCHEZ, MISS., *March 6th*, 1837.

SIR: Your letter of the 2d Feb'y is received. In relation to your suggestion to me "as to the expediencey of taking a more central position in regard to the Choctaw population than the one now occupied by me at Natchez," I have to remark that the duties assigned me are of such a nature, owing to the wandering condition of these people, as to require no more than the services of my assistant, unless the department contemplate the Indians to be pursued in their peregrinations over the State—a duty, I presume, not expected of the officers of the emigration. Such has been the dispersed situation of these people that my plan of operations has necessarily been to await their return to their usual haunts, and as they come in slowly, it would be easy for my assistant to see and confer with them on the subject of removal, and when a number can be collected together to have a council, and be present myself. Although I am not in the center of the Indian population, yet, for all useful purposes in relation to the emigration, I am about as advantageously situated here as I would be were I in the counties of Leake, Scott, or Neshoba. In three days I can visit the Indian settlement and hold as frequent meetings with them from this place as I would were I located in any of the counties in which they live.

I am aware that frequent visits among the Indians would afford us valuable opportunities for inducing them to remove, and it was with a view to accomplish this object that I employed Mr. Ellis as interpreter, whom I would have employed sooner if his services could have been procured. There being but one interpreter, and no other to be had (see my letter of the 3d inst.), it would seem to be entirely unnecessary for my assistant and myself to visit the same settlement at the same time, particularly as Mr. Cross, whose long acquaintance with the Choctaws and his experience in the business of emigration, is peculiarly well qualified to exert a favorable influence over the Indians in regard to removal as any gentleman that could be appointed to this duty.

I can have no objection to occupy any position in regard to these Indians that the department may dictate, or to perform any service it may think proper to impose upon me as superintendent of the removal. But I do not *at present* think the change you suggest would facilitate the emigration.

You may be assured that when my services can be available elsewhere I will not hesitate to occupy that position best calculated to promote the public interest.

Very respectfully, your ob't ser't,

J. A. PHILLIPS,
Capt., U. S. A., Supt. C. Rem'l.

C. A. HARRIS, Esq.,
Commiss'r I. Affairs, Washington, D. C.

NATCHEZ, MISS., *April* 21*st*, 1837.

SIR: I was just about starting for the northern counties to meet the Choctaws in general council, when I received your letter of the 28 ulto. Since last I wrote you, Mr. Cross has been employed in visiting the Choctaws in the different counties in which they live, and has been successful in meeting many of them on their return; and he assures me that a very favorable change has taken place among them in relation to emigration. One of the principal men (Cobb) recently gave his people a "talk," and recommended them to remove now, as they might never have another offer of the kind from the government; and told them finally, although he has a large tract of land secured to him by the treaty, that he might in a year or two go himself. This looks very favorable; for the old man when I talked to him last winter on the subject, he would have nothing to do with it.

"Little Leader," who has been always opposed to emigrating himself, and has had influence enough over his warriors to dissuade them from it, is now in custody of the civil authority for killing an Indian; and should he be hanged, it is possible his people will then remove. They compose the largest portion of the Indians in the State.

If the professions of many of the Choctaws in regard to removal, as made to Mr. Cross, *can be relied on*, I have no doubt that a large body of them will be prepared to remove next fall. The council which I intended holding on the 25th inst., likely will be largely attended, and a full and candid expression of their sentiments, I trust, will then be obtained.

I have directed Mr. Cross to attend the council; I have also instructed him to make frequent reports of all occurrences to your office.

I shall comply with your instructions with as little delay as practicable.

Very respectfully, your obedient servant,

J. A. PHILLIPS,
Capt. U. S. A., Supt. C. Re.

C. A. HARRIS, Esqr.,
Com. Ind. Affrs., Washington, D. C.

PONTOTOC, MISS., *October* 18*th*, 1837.

SIR: Mr. Cross has informed me that there is a prospect of getting a party of Choctaws to emigrate this fall, and asked from me on this subject some instructions. I have informed that gentleman that, after his return from Columbus, if he can ascertain a suitable party can be collected this fall, to open the necessary rendezvous for that purpose; and that, in the mean time, I would advise you of my instructions to him, and recommend that he should be authorized to take the whole charge of the emigration.

You are aware that my duties in the removal of the Chickasaw Indians renders it impossible for me to give to the Choctaw emigration my personal attention, and that my superintendence of it, while I am the only disbursing officer among the former would be unjust to the latter tribe. I therefore request that I may be no longer considered as the superintendent of the Choctaw removal, and that Mr. Cross, who has been so long favourably employed on that duty, may be invested with full authority to conduct the emigration.

The vouchers for disbursements in the Choctaw removal for the 1st & 2d qrs. were omitted by accident to be forwarded with my other public papers; but as all my vouchers for that period were left in Louisville, Ky., it is not in my power to forward them to you at present. I will embrace the earliest period to transmit them.

With great respect, your ob't ser't.

J. A. PHILLIPS,
Capt. U. S. A., Supt. Chock. Re.

C. A. HARRIS, Esqr.,
Commissioner, Washington City.

[Letter-book 21, page 461.]

OFFICE INDIAN AFFAIRS,
May 31st, 1837.

S. T. CROSS, Esq.,
Ass't Agent Choctaw Removal, Williamstown, Madison Co., Miss.:

SIR: I acknowledge the receipt of your letter of the 5th instant, and am gratified to learn the improved prospect in relation to the removal of the Choctaws. You will please to continue your exertions, and to enable you to prosecute them with all possible success you are authorized to recall Mr. Ellis and employ him as an interpreter upon the terms mentioned by you, to wit, allowance of his actual travelling expenses in addition to his per diem pay. The regulations, however, require that Mr. Ellis shall keep a bill in detail from day to day of his expenses, which must accompany his account. A copy of these, lately revised, is herewith transmitted for your information and government.

As Captain Phillips' attention will be occupied by other duties than the superintending of the Choctaw removal, you will please communicate directly with this office, from time to time, making, however, your reports to Captain Phillips, according to your present instructions from him.

I am, &c.,

C. A. HARRIS,
Commissioner.

[Letter-book No. 22, page 558.]

OFFICE INDIAN AFFAIRS,
November 25th, 1837.

S. T. CROSS, Esq.,
Supt. Choctaw Removal, Williamstown, Mississippi:

SIR: I have received your letter of the 22nd ult., stating the inability of Captain Phillips to superintend and make disbursements of the Choctaw emigration and offering your services as superintendent.

Your proposal is accepted, and you are hereby appointed superintendent of the removal of the Choctaws residing in the State of Mississippi. Your compensation will be five dollars per day and your actual necessary travelling expenses, which will be paid on your certificate of the amount of expenses actually incurred and that it was necessary. You will also officiate as disbursing agent, it being impracticable at this time to secure the services of an officer of the Army in that duty. Before,

however, you enter upon the duties of disbursement and shall be intrusted with the funds of the government, it is necessary that you should give bond for their faithful application. Herewith I forward one which you will execute with such sureties as shall be approved of by Captain Phillips, or, in the absence of that officer, by Colonel Upshaw, or, if it shall be inconvenient to resort to either of those officers, the sufficiency of the sureties may be certified by the United States district judge, United States district attorney, or marshal of the district of Mississippi. Captain Phillips has been instructed to turn over to you the books, correspondence, and property belonging to this superintendency, and upon the execution and delivery of the bond, to put you in possession of the funds in his hands applicable to the emigration committed to your charge, together with blank forms of accounts and vouchers.

You are now in possession of the regulations adopted by this department concerning emigration of Indians, and are undoubtedly familiar with them. This fact, with your experience in this service, supersedes the necessity of detailed instructions, and I have only to say that you will be required to adhere strictly to these regulations in each branch of business committed to you.

The amount of funds in Captain Phillips' hands, according to his account, was at the close of the second quarter of the current year $3,188$\frac{76}{100}$, a sum believed to be sufficient for all purposes under the present prospects. Should you have any well-founded expectations of success in organizing a party and of increased expenditure, you will report it to this office, with an estimate in detail, according to the regulations, of the funds required, and they will be forwarded.

I am, &c.,

C. A. HARRIS,
Commissioner.

[Letter-book 23, page 273.]

OFFICE INDIAN AFFAIRS,
Feb'y 1st, 1838.

Capt. S. T. CROSS,
Williamstown, Mississippi:

SIR: I have had the honor to receive your letter of the 13th instant, together with your estimate of funds for the first quarter of 1838.

Your report does not afford any encouragement that a party of emigrants can now be made up. It is not, therefore, necessary to engage an assistant, nor is it deemed expedient to make any alterations in the arrangement indicated in my letter to you of the 23rd ultimo, a copy of which is enclosed.

I am, &c.,

C. A. HARRIS,
Commissioner.

[Letter-book 23, page 313.]

OFFICE INDIAN AFFAIRS,
February 10th, 1838.

Capt. S. T. CROSS,
Williamstown, Mississippi:

SIR: I have had the honor to receive your letter of the 22nd ult., inquiring whether the Choctaws to be removed under your superintend-

ence will receive subsistence for one year after their arrival in their new country, and whether you would be restricted as to the number of a party.

In reply to your first inquiry, I remark that this department is not authorized to give assurances of subsistence to the Choctaws after their arrival, however desirable it might be to do so. The appropriation was made "to defray the expenses of removing" *only*, and cannot be applied to any other purpose, even if the amount should prove to be beyond the expenses of that operation.

In relation to your second inquiry I have to remark that it is not intended to restrict you as to the number to constitute a party. It ought to consist of so many as to justify the expense of conducting it. In this respect you will exercise your own discretion, keeping in view the advancement of the service and a proper regard to economy.

I am, &c.,

C. A. HARRIS,
Commissioner.

[Letter-book 25, page 368.]

OFFICE INDIAN AFFAIRS,
November 19, 1838.

Capt. S. T. CROSS,
Williamstown, Mississippi:

SIR: I have received your letter of the 27th ultimo, in which you state your views in relation to the removal of the Choctaws remaining in Mississippi. From your report I learn that any further efforts to carry into effect the objects of Congress in making the appropriation of the 2nd July, 1836, to defray the expenses "of removing the Choctaw Indians residing in the State of Mississippi" will, for reasons stated by you, be at this time unsuccessful.

This office has been employed for two years in efforts to effect the objects of the appropriation, without any adequate results; and it seems to be an useless and unjustifiable expenditure of money to continue those operations any further at this time.

You will therefore consider yourself relieved from any further service in the removal of Choctaws from and after the 10th day of December next, on which day your services and compensation as superintendent and disbursing agent in this emigration will cease. This discontinuance has been fixed prospectively, with the intention to allow you time to receive notice thereof.

I am, &c.,

T. HARTLEY CRAWFORD,
Commissioner.

MADISON, INDIANA, *Oct'r* 21*st*, 1836.

SIR: Your letter of the 14th inst. has been received tendering me the appointment of assistant agent in the Choctaw removal; which appointment *I this day accept*, and shall hold myself in readiness to

comply with such instructions as I may receive from the *superintendent* of that removal.

Very respectfully, y'r mo. ob't,

S. T. CROSS,
Asst. Agt. Ch. Removal.

To Gen'l GEO. GIBSON,
Coms. Genl. of Subs., Washington City, D. C.

LEAKE COUNTY, MISSISSIPPI,
May 6th, 1837.

SIR: The lack of energy among the *Choctaws*, and the little interest taken by them in relation to their removal west of the Mississippi, rendered it impracticable & indeed impossible, for me to collect them in council. I therefore determined on meeting them at their *cries* and *ball-plays*, which I succeeded in doing, and at various times and places explained to them—first, the views & wishes of the govt. touching their removal; secondly, pointed out to them the advantages they would derive by emigrating west and joining their red bretheren; and thirdly, fully explained to them the disadvantages that they and their posterity would labor under by remaining in the old nation, among the white people. But notwithstanding every effort was made to bear upon their minds and influence them to remove, nevertheless, it is impossible for me to say with any certainty how many will move the ensuing fall, but from what little I could learn from them at those gatherings, as well as from private talks had with them by our interpreter, I am of the opinion that from 500 to 1,000 may be collected together this fall—and especially if this vexed land question can be so far determined as will enable them to know who will get land under the 14th article of the treaty, and who will not. I assure you, sir, that the success of this fall's labours measureably depends upon the issue of that perplexing question. It is entirely impossible to influence the Choctaws to emigrate this spring with the Chickasaws. They cannot be prevailed upon to go west this spring under any circumstances. Permit me here to call your attention to the great necessity of allowing to Mr. Ellis (our interpreter) his actual expenses incurred, in addition to his per diem, while travelling in the Choctaw Nation on duty. In consequence of his expenses not being allowed him, he has left the service and gone home, & the loss of Mr. Ellis' services (as interpreter) may be truly regreted, as he was well calculated to render important aid in getting those people to emigrate; and I must say that it would have been economy with the govt. to have retained his services at his per diem & expenses. I know of no one in the nation that will answer for interpreter, as those who would answer are all under the control of persons who are largely interested in the Indian claims, and as much depends upon having a good interpreter, I urge upon the dept. the importance of having Mr. Ellis recalled, with his per diem and expenses allowed him; he is willing to return and serve us as interpreter if this is done, but under no other circumstances will he return. A copy of this letter is forwarded to Capt. Phillips, at Memphis, and should you wish to communicate direct with me, you will please address me at Williamstown, Madison County,

Mississippi. Every effort shall be made to induce the Indians to go west.

Very respectfully, yr. mo. obt.,

S. T. CROSS,
Asst. Agent Cho. Reml.

To C. A. HARRIS, Esq.,
Com'r of Indian Affairs, Washington City, D. C.

WILLIAMSTOWN, MADISON COUNTY, MISSISSIPPI,
Sept. 6, 1837.

SIR: Since my last report to you, Mr. Ellis has returned and entered upon the duties of interpreter. I cannot say at this time anything definite as to the emigration, or the number that will be disposed to move, the commissioners appointed to investigate the Choctaw claims, under the 14th article of the treaty, having appointed the 16th of October for the claimants, with their children, to appear at Columbus, Miss. This no doubt will retard the emigration, as the white persons (or speculators) who are interested in those claims have most emphatically told the Indians that they must not nor should not remove until that question (the land question) was decided, or at least until their evidence had been taken by the commissioners, and they are at this time sending runners through the Nation, citing the claimants, or Indians, to appear at Columbus at that time, and at which place I will endeavor to be myself. Mr. Ellis has brought over with him a Choctaw capt., who is endeavoring to influence his warriors who remained here to go west of the Mississippi. Much time and labor may be expected to be devoted, before those people can possibly be influenced to remove.

Permit me here, sir, to call your attention specially to my situation. It is well known that the removal of the Choctaws has always been a difficult matter, and much more so since the period has passed by in which they should have gone under treaty stipulation. They are at this time scattered over a vast extent of territory, making it now more arduous to operate among them; consequently the expenses arising from travelling among them increases in proportion to the duties, and from the revised regulations it would appear that the agent is not allowed his actual expenses while travelling & collecting them for removal. This I conceive a grievous case. In no case, under former administrations of the dept. has my expenses been witheld. The Choctaw emigration may be regarded as almost an exception to the general rule (in the removal of Indians), and I trust that my case may be considered by the dept. as an exception, thereby entitling me to my actual expenses. I will further remark that I am the only person now engaged in the Choctaw emigration whose expenses are not paid, in addition to per diem pay, when at the same time an accumulation of duty has been confided to me. I must therefore ask of you, sir, an immediate answer touching this matter. Address as before.

Very respectfully, yr. mo. obt.,

S. T. CROSS,
Asst. Agt. Ch. Reml.

To C. A. HARRIS, Esq.,
Com'r Indian Affairs, Washington, D. C.

NASHOBA COUNTY, MISS.,
Septr. 26, 1837.

SIR: I have made repeated calls on the Choctaws to have them assemble in council to hear the views & wishes of the govrt explained to them, touching their present condition, and their removal west of the Mississippi, and, much to my regret I have been equally often disappointed; they will not assemble at any time or place to hear anything on the subject. The speculators (or those interested in those claims) hold out to them that they will eventually succeed in recovering their land for them, by which device the Indians are perfectly drilled & disciplined to do as they direct, which is "to stay until that question is decided." I believe, sir, that every Indian in the nation, who is regarded or looked up to as a leading man among them, is opposed to moving at this time, and the consequence is, the most of the people follow in the wake, entertaining the same notions. The commissioners will sit at Columbus on the 16th of October, where many of the Indians will be, and whether any change in their minds will be brought about after they see the situation of their claims, time will develop. I shall continue my exertions among them. On to-morrow I leave for Yallobusha, in which county there are a few familys, and from thence I go to Columbus to be at the sitting of the board, from which place I will write you again. No effort of mine shall be wanting to carry into effect the wishes of the govrt. It may be truly regreted that the commissioners put off their session to so late a period, as cold weather will soon succeed their labors, and I am fearful the Indians will object to emigrating on that score. The truth is, they are opposed to going west, and they are fruitfull with excuses. We will stand in need of some funds.

I am, sir, very respectfully, yr. obt. sert.,

S. T. CROSS,
A. A. C. Reml.

To C. A. HARRIS, Esq.,
Com. Ind. Aff., Washington City, D. C.

COLUMBUS, MISSISSIPPI,
Octr. 22*d*, 1837.

SIR: I attended here with the expectation of meeting the commissioners and Indians, but unfortunately the former have failed to meet, and but few of the Choctaw claimants were in attendance, but held themselves in readiness to appear when the comrs. should meet. The consequence is, I can do nothing until that question is disposed of. I will, however, continue to appear among them in order to keep alive in their minds, and evince to them the disposition of the govrt. I shall therefore return to the nation.

A letter from Capt. Phillips to me, under date 10th inst., says that, in consequence of his being detailed on other duties, it is impossible for him to attend to the superintendency of, and the disbursments for, the Choctaw removal, and requests me to accept of and attend to that duty, and on which subject he would write you. I can only add, sir, that in the event of those duties being confided to me by you, the extent of my abilities shall be exerted to discharge the same satisfactory. You will please address me at Williamstown, as before advised.

Very respectfully, yr. obt. sert.,

S. T. CROSS,
Ast. Supt. Ch. Reml.

To C. A. HARRIS, Esq.,
Comr. Ind. Affairs, Washington City.

P. S.—We need funds.—S. T. C.

WILLIAMSTOWN, MISSISSIPPI,
Decr. 8th, 1837.

SIR: In my letter to you from Columbus, Miss., under date 22d October, I informed you of the impossibility of effecting a removal of the Choctaws before the final adjustment of their claims to land under the 14th article of the treaty. I have at this time nothing more to communicate than to say that my daily and constant intercourse with them confirms my opinion then entertained, for they have on all occasions since that time stated their determination to remain until that matter was disposed of, and, in addition to the objection above alluded to, the inclemency of the weather now will prevent anything like effective operations among them for some time to come. I will, however, still continue with them, preparing their minds for emigrating as soon as the land question is settled, holding myself subject to such instructions as you may be pleased to communicate.

I must again call your attention to my embarrassed situation for the want of funds. My interpreter has left the service, and I have no funds to pay him. I must therefore request that this matter be attended to. With a view to meet contingencies that may arise, and facilitate business, should you think proper to place funds at my command to disburse, ample security (if required) will be given for the faithful performance of such duty, and permit me here to remark that it is a responsibility which I do not seek, but the interest of the service requires something of the like to be done.

The commissioners hold their session on the first of January nex when I shall attend.

Very respectfully, yr. mo. obt.,

S. T. CROSS,
Ast. Sup. Ch. Reml.

To C. A. HARRIS, Esq.,
Coms'r Indian Affairs, Washington, D. C.

WILLIAMSTOWN, MISS.,
Jan'ry 13, 1838.

SIR: Knowing, as I do, the many difficulties that are and will be presented to opperate against a speedy removal of the Choctaws, I may be permitted to say that I enter upon the duties of superintendent with some reluctance and embarrassment. You are no doubt ere this fully aware that the investigation of the Choctaw claims under the 14th article of the treaty (which is now pending) will necessarily be a tardy and protracted business; this, together with the fact of my having to contend against a strong influence arising from a host of persons interested in those claims, are barriers of no ordinary character, and well calculated to affect a speedy removal. I will, however, avail myself of the occasion to say that every effort shall be brought into requisition to carry out fully the wishes of the gov't in relation to the removal of those Indians. I here annex an estimate (in detail) for funds required in the quarter ending 31 March, 1838, being the same amt. named in my letter to you of the 4th inst.

Very respectfully, yr. obt. sert.,

S. T. CROSS,
Sup't Dis'g Ag't Choc. Rem'l.

C. A. HARRIS, Esq.,
Com's'r Ind. Affairs, Washington City.

Estimate of funds required in the removal of the Choctaw Indians, for the quarter ending March 31, 1838, with the application, in detail, intended to be made of them, by S. T. Cross, Disb'g Ag't.

Qr. ending March 31, 1838:

Amt. required for super. & disbur'g agent for services and expenses, including arrearages	1,400 00
Amt. required for asst. agent for services, &c	585 00
Amt. required for interpr't. for services, &c., including arrearages	500 00
Amt. to be applied to subsisting & transporting Indians	2,515 00
Amt. required	5,000 00

AT LEFLORE'S, LEAKE COUNTY, MISSISSIPPI,
Jan'ry 22, 1838.

Sir: The object of this letter is to inquire of you whether the Choctaws that may emigrate west will be allowed one years' subsistence by the gov'r't after they arrive at their new homes in the west. They have expressed some solicitude on this subject, and frequent inquiries have been made of me by them touching this matter. I will here remark that if it can be consistently done, I think it would have some influence on their removal. They are well apprized that all the Indians who have gone west, especially those of their own tribe, have received such aid, and although they well know they are not moving under treaty stipulations, they nevertheless ask, and indeed expect, such aid as was extended to their brethren who have gone before them.

I will also here inquire of you if (in organizing a party for removal) I shall be restricted as to the number to take. My reason for making this inquiry is, I understood from the late superintendent last winter that he was instructed not to take a smaller number than 500. Believing fully that it will be impracticable, in the first emigration, to raise that number, I have thought it advisable to make this inquiry, in order to act understandingly, and to learn whether I shall be permitted to take a less number than 500. If left discretionary with me, I would say that any number (not less than 100) presenting themselves for removal ought to be taken, as but very few will be willing to move at first; but even a small number taken over in the first emigration will have great influence on the balance, and eventually they will determine on going in larger bodies, and particularly after their land claims shall have been finally disposed of. I have some hope, and indeed expect to succeed in organizing a small party for removal early in the spring. They are, however, nearly all straglers, and very poor, and will have to be collected from the extreme quarters of the nation. Your early instructions on the above points is respectfully requested.

I am, sir, very respectfully, y'r ob't ser't,

S. T. CROSS,
Sup't Cho. Rem'l.

To C. A. HARRIS, Esq.,
Com'r In. Aff's, Washington City, D. C.

P. S.—Address as before.

WILLIAMSTOWN, MISSISSIPPI,
Feb'y 12*th*, 1838.

SIR: Since the date of my letter to you of the 22d Jan'ry, the names of two hundred and thirty Indians has been handed me, who are very

destitute, and anctious to emigrate immediately. I have also assurances from persons entitled to credit that at least one hundred more will join as soon as a rendezvous is opened. I shall therefore proceed to open a rendezvous for the reception of those Indians who enroll themselves for emigration. The route will be from this to Vicksburg in waggons, and from thence up the Mississippi and Arkansas Rivers to Fort Coffee in steamboat. I here annex an estimate for funds for the removal & subsistence of 300 Indians, with their ponies, which *am't* I hope will be immediately remitted, as I have not one dollar on hand to meet the past or the future expenses until I get the amt. here estimated; the number of Indians here estimated for is believed to be short of the number that will emigrate. The services of a medical director or medical assistant can be dispensed with in this emigration.

Your letter of the 25th Jan'ry is at hand. I have no reply to make. I have no intelligence from Capt. Phillips.

Very respectfully, yr. mo. ob't.,

S. T. CROSS,
Supt. Cho. Removal.

To C. A. HARRIS, Esqr.,
Commissioner In. Affairs, Washington City.

Estimate of funds required in the removal and subsistence of the Choctaw Indians for the quarter ending 31 *March*, 1838, *with the application, in detail, intended to be made of them, by S. T. Cross, D. A.*

Qr. ending March 31, 1838:

Amt. required for subsistence and the transportation of three hundred Choctaw Indians from Mississippi to their country west of Arkansas, say at twenty-five dollars pr. head	$7,500 00
On hand	00 00
Amt. required	7,500 00

WILLIAMSTOWN, MISSISS.,
Febr'y 28th, 1838.

SIR: I have, agreeable to my notice to you of the 12th inst., opened a rendezvous for the reception of such Indians as enrolled for emigration. Their are at this time in camp 128 Indians, and others are making arrangements to come in. I have no doubt their will be at least 300 Indians who will emigrate, unless they should be operated on by the speculators not to move, who have a boundless influence over them, all of which I have to contend against. The above Indians, claiming land under the 14th article of the treaty, have been heard by the commissioners. The estimate for funds, which I forwarded to you on the 12th instant, I hope has been attended to, as I cannot leave here with those people until I am provided with means. It is to be regretted that my estimate for funds of the 13th Jan'ry was not respected, as it would have enabled me to set out with those people at the proper time. Your letter of the 1st inst. is at hand. I have nothing from Capt. Phillips.

I am, sir, very respectfully, y'r ob't ser't,

S. T. CROSS,
Supt. Cho. Rem'l.

To C. A. HARRIS, Esq.,
Com. In. Affairs, Washington City.

MADISONVILLE, MISSISSIPPI,
Oct'r 27th, 1838.

SIR: Having been repeatedly assured by the Choctaws early in the season that they would be willing to emigrate west this fall, I was influenced to make the necessary arrangements for their reception, and appointed the 15th of the present month and the place for them to rendezvous, but nevertheless they have (with the exception of a few) failed to assemble, assigning as a reason for their treacherous conduct that the speculators told them not to mind what the agent of the gov'r't told them and that they must not go west until their land claims were settled; if they did they would get no land, and by their remaini'g they would certainly get land. Such perfidy is surely perplexing. Knowing as I now do the controling influence that those men have over the Indians, I can say with certainty that no general removal can be effected until the land question is settled. Their leading councillor, Andrew Hays, has lately returned from Tennessee, who has stated emphatically that he was opposed to the whole of my operations in getting those Indians off before the land question was disposed of, but as soon as they were heard by the commissioners he would then use his influence to get them off, as he did not want them to remain one day after that time; so you can easily see the strong tide of influence against which I have to contend in this matter.

I leave to-morrow for Leake and Neshoba Counties, more with a view of trying to allay the excitement now existing among the white citizens towards those unhappy people (because they will not emigrate) than with the hope of getting any of the Indians to move. After their claims are heard, should the Indians manifest the least reluctance to emigrate I entertain some fears that serious consequencies will be the result, as the white citizens are determined on then forcing them from their present locations.

Permit me hear to remark that if the board of commissioners can be clothed with authority to act definitely on those claims it will facilitate the removal very much, and I am pretty sure a general removal would then take place, as the Indians are getting to understand daily that they cannot live among white people and do well. Finding the emigration for this fall defeated I dispensed with the ass't & one interpreter on the 20th inst., and I will only keep one interpreter, whose services will be needed at intervals. Should commissioners be sent out this winter I will attend their sessions. I truly regret that my labours have been attended with so little success, but every exertion has been made to induce them to emigrate, and you can very easily discover the true and only reason why they do not.

Very respectfully, y'r ob't ser't,

S. T. CROSS,
Supt. Choc. Rem'l.

To C. H. HARRIS, Esq.,
Comm. of Ind. Aff'rs, Washington City.

[Letter-book 33, page 132.]

OFFICE INDIAN AFFAIRS,
December 2, 1842.

JOHN J. MCRAE, Esq.,
Paulding, Mississippi:

SIR: Commissioners have been appointed under and by virtue of "An act to provide for the satisfaction of claims arising under the 14th and

19th articles of the treaty of Dancing Rabbit Creek, concluded in September, one thousand eight hundred and thirty," who, it is presumed, assembled yesterday at Garlandsville, Mississippi, to discharge the duties of their appointment. It is contemplated that they will report at such intervals as cases may be decided by them for action of the Secretary of War and President of the United States, so that the Choctaws whose claims shall be finally disposed of may be removed to their western homes as the commission progresses.

It is expected that these Indians will remove themselves; to do which it will be necessary that they should receive a small advance when they are some distance on the way—say one-third when they have arrived at the Mississippi River, one-third when they shall have entered Arkansas, which will ensure the performance of the residue of the journey; at the termination of which the remaining one-third will be paid. The sum allowed for the whole ought not to exceed twenty dollars per head, that being the amount fixed in the Cherokee treaty for compensation to those who removed themselves and furnishing a precedent; indeed, I suppose a smaller sum might meet the expense when a number, or a very large family, went at one time. To ensure the utmost economy not fewer than fifty should go together at one time, for, as the treaty does not fix any measure of expense for the Choctaw emigration, those who choose to remove themselves must do it at the least cost practicable while it consist with their comfort.

You have been selected to act on behalf of the government in this matter. On the 7th September last a remittance of $5,000 was made by the hands of the honorable Mr. Gwin; which sum is now in the possession of Howard H. Taylor, esq., collector of the port of Vicksburgh, who will be instructed to pay it over to you when the proper time arrives for its disbursement. At the same time you will receive special instructions in the premises, which will embrace the course the department shall desire to be pursued with those Choctaws, if any, who may not choose to emigrate themselves.

Your compensation will be five dollars per day for each and every day actually employed in the discharge of the duty imposed, to commence when you shall receive your future instructions, and a party or parties shall be in readiness for your action. Your actual travelling expenses will also be allowed.

I am, &c.,

T. HARTWELL CRAWFORD,
Commissioner.

[Letter-book 33, page 214.]

OFFICE INDIAN AFFAIRS,
11th January, 1843.

JOHN J. MCRAE, Esq.,
Quitman, Clark Co., Mississippi:

SIR: The Secretary of War, upon reflection, is of opinion that the best plan of enrolling the Choctaw Indians will be to make a list of them, as their cases shall be investigated and disposed of by the commissioners now in session at Hopahkah, Leake County, Missi. As many of them as have claims will attend upon the sessions of the board, and it is supposed all the arrangements for their emigration can be much more satisfactorily as well as more easily made while they are thus congregated than after they shall be separated. It is their character to act in bodies,

and it has already been found difficult to procure isolated individual Indians to do that which they will readily assent to when in masses.

I am, therefore, requested by the Secretary to instruct you, under your appointment as disbursing and enrolling agent of the 2nd of December last, to repair as soon as you conveniently can after receipt hereof, to Hopahkah, or to such other point as the commission may be adjourned to. Your duty there will be to enroll the Indians for emigration as fast as their claims are disposed of and to fix with them a time for their setting out to enable the department to act finally on their cases before the period arrives for their removal—say two or more months in advance. It will also be necessary to name with them the most convenient point or place for their assemblage, from which the Mississippi River can be easily reached. As far as may be practicable reference must be had to the river being in a condition for removing them from Vicksburgh, or other suitable point, to Fort Smith, in Arkansas. Immediately after the disposition of the cases here you will be advised thereof and furnished with a list of the claimants, that you may give them notice and take measures for their assemblage and removal.

Funds will be required soon by you. There are $5,000 in the hands of Edmund H. Taylor, esq., collector of the port at Vicksburgh, which he will be requested to pay over to you as soon as you shall have filed a bond, of which I enclose the proper form, with two or more securities in the sum of $20,000, conditioned for the faithful discharge of your duties as enrolling and disbursing agent of the Choctaws now East, and for the faithful application, &c., of the funds confided to you. This bond you will please to have executed as soon after the receipt of this communication as you can conveniently, and procure the certificate of a district judge or district attorney of the United States that the sureties are sufficient for the penalty of the bond. This done, you will please forward it to this office, and upon its receipt and approval the necessary instructions will be given to Mr. Taylor to pay over the above sum on your requisitions. As further funds may be required you will inform this office of the necessity and the amount, and such remittances as shall be proper will be made to you. Forms are herewith transmitted that you may render accounts of your expenditures quarterly on 31st of March, 30th of June, 30th of September, and 31st of December, and as often besides as a detailment of Indians moves off and arrives in Arkansas. The subject of furnishing rations to the Choctaw Indians who may attend upon the board as parties or witnesses has been brought to the notice of the department, but we have no funds to defray the expense, and consequently cannot engage in it, nor was it done when the former commission sat in 1837 and 1838.

I am, &c.,

T. HARTLEY CRAWFORD,
Commissioner.

[Letter-book 33, page 328.]

OFFICE INDIAN AFFAIRS,
1st March, 1843.

JOHN J. MCRAE, Esq.,
Hopahka, Mississippi:

SIR: In your letter of the 6th ulto., communicating your arrival at Hopahka, you inquire whether you are to regard such Indians as "from ignorance of the treaty or inability, and in some cases indisposition, to

comply with its requirements, will not come within the provisions of the law, and consequently not be entitled to any claim for land whatever," as subjects for enrollment and emigration.

There can be no objection to the enrollment of all the Indians, as well as those who have as those who are supposed to have no claims; indeed the object of your appointment is to enroll all while collected, which you will do; but it is not seen how any but those whose claims have been disposed of, and those who disclaim all pretension or right to claim, can be removed before 23d August, 1843, up to which date the right to present claims will exist, and we cannot know how many or who may claim before.

I am, &c.,

T. HARTLEY CRAWFORD,
Commissioner.

[Letter-book 33, page 337.]

OFFICE INDIAN AFFAIRS,
4th March, 1843.

JOHN J. MCRAE, Esq.,
Hopahka, Mississippi:

SIR: In your letter of the 16th ulto. you express a doubt as to its being within your discretion to extend the enrollment of the Choctaws, now progressing under your charge, so as to include all the Indians collected, whether claimants or not, and suggesting the necessity of the assistance of an interpreter. You ask to be authorized to employ one.

In a letter addressed to you on the first of this month you are instructed that all the Indians, of whatever class or description, are to be enrolled, which object will of course be much facilitated by their assembling in attendance upon the sessions of the commission. In regard to the employment of an interpreter, the department is unwilling, without a very clear understanding of its being unavoidable, to sanction the additional charge which it would involve, especially as it is thought that the interpreter already employed by the commissioners at a high salary could, under the direction of the board, so extend his duties as to assist you in all cases where you might require an intrepreter. At all events I prefer withholding any action on your request until, in view of the importance of saving expenditure wherever, with a due regard to efficiency, you can, you have fully considered the above suggestion and have again communicated with the department.

I am, &c.,

T. HARTLEY CRAWFORD,
Commissioner.

[Letter-book 33, page 374.]

OFFICE INDIAN AFFAIRS,
16th March, 1843.

JOHN J. M. RAE, Esq.,
Vicksburgh, Mississippi:

SIR: A contract was entered into by this department with General Alexander Anderson, of Tennessee, on the 3rd day of March, instant, of which I send you a copy. You will learn from it all the particulars which it is important you should know to discharge the duties that will devolve

upon you. You will observe that General Anderson is to transport the Choctaw Indians, by water, from the nearest landing above or below Vicksburgh, on the Mississippi River, to Fort Coffee on the Arkansas River, and that he is to provision them on the voyage. Your duty will be, in addition to enrolling them, in which you are now engaged under former instructions, to collect so many as will consent to emigrate, when they are in readiness to go, and allow them to remove themselves to the banks of the Mississippi River. It is a great object of the State to get rid of this population, as well as the Indians to emigrate. The former cannot be populated by our citizens to the extent of which it is capable, nor the latter improve or be even comfortable while surrounded by or mingling with a white population. It is apprehended that there may be some difficulty in procuring their assent to removal, and all the prudence, caution, and conciliation that can be fairly brought to your aid in effecting it will be necessary. Upon consulting with gentlemen from your State in Washington, it has been thought that two dollars per head [including persons of all ages] would be sufficient to enable them to reach the river Mississippi. It may, however, require fifty cents or one dollar a head more. Having made this arrangement for their expenses to the river, in effecting which you will consult the strictest economy compatible with the comfort of the Indians, you are authorized to promise them as much more, payable in silver to the heads of families after they shall all be on board the steamboat or steamboats on the Mississippi River. It would be still better, if they do not insist on receiving it on board the boat, that the money should not be paid them until they arrive at Fort Coffee, for they cannot use it and may waste or lose it by trade or gambling on board. This sum will serve to relieve their necessities or wants between Fort Coffee and the places where they shall settle west, and enable them to travel to those places after they shall have been delivered to the Choctaw agent west. It is possible that the amount necessary to subsist them to the river may be underrated, but I think not. Still, to guard against miscalculation here, you are requested to consult with the Choctaw commissioners, and if they and you, being on the spot and having the best means of judging, shall be of opinion that a larger sum is necessary, you are authorized to go as far as four dollars for their expenses to the Mississippi River, and four dollars more to be paid them on board the boat or at Fort Coffee [the latter if possible], but in no event to exceed this sum. This discretionary power will be exercised, I have confidence, with the utmost caution, and the expenses kept down to the lowest mark consistent with the humane and proper treatment of the Indians. To protect them from imposition and to see that they travel a proper distance daily it will be necessary that you, or some agent to be appointed by you, accompany them to the river, and although it is to be understood that they remove themselves from the State of Mississippi, you can without being offensive to their pride of feeling be most useful to them in supervising their purchases, or, with their consent, and perhaps at their request, take care of the money which it is proposed to offer to pay them, and, even make their purchases for them on the road.

The propriety of not paying them any money beyond what the Mississippi land journey will cost before they embark on board the boat must be obvious, to protect them against its waste and the indulgence in ardent spirits, and the reasons are still stronger for postponing the additional sum until they reach Fort Gibson, as before stated.

You will likewise inform them that we will pay them in lieu of a year's subsistence, after they arrive in their country west, thirty dollars per

head, payable quarter yearly. The expenses of the emigration I am very desirous of keeping down as low as practicable, observing always a proper regard to the wants and comforts of the emigrants. General Anderson is to transport and subsist them for ten dollars a head, and if we can for six dollars more each place them in their own country in the west we shall have accomplished at a much smaller cost than has heretofore attended such proceedings; and so it ought to be, for provisions, &c., are to be had at a much cheaper rate than formerly. Besides, an offer has been made to emigrate them the whole way for twenty dollars per head, within which I have no doubt we can keep by from two to four dollars each Indian, and this will be a considerable saving.

By the law of the 23d of August, 1842, the decisions of the former commissioners, Messrs. Murray & Vroom, were made subject to the revision of the President and to his confirmation or rejection. Their reports have been reviewed here, and the principle settled according to which they will be approved or disapproved. Lists are now making out of the confirmed claims, of those rejected, and of those which will be recommitted to the present board. These lists as soon as completed will be forwarded to you. Those Indians whose claims will be finally disposed of will be ready for emigration, if they consent to go, and your duty will be to see them and arrange for their departure as soon as possible. Those who can receive land, and who it is believed will be very few, will be most likely to decline going. As soon as reports are received from the present board they will be acted on, and lists in like manner forwarded for the same duty on your part. Those only whose claims are settled finally can be emigrated before the 23rd August next, for the law gives them until that day to present claims, and until it arrives we cannot tell who may and who may not prefer them. With the lists you will receive scrip or certificates for as many as under the law shall be entitled to it. This scrip is deliverable to them, but not exceeding one-half of it until after the removal to the Choctaw territory west of the Mississippi. Particular instructions for its delivery will accompany it when transmitted.

You are required by the contract with General Anderson to give him twenty days' notice of the readiness of any party of Choctaws to emigrate, not fewer in number than 200. This notice is to be given through the post-office at Vicksburgh, and the receipt of it at that post-office is the date from which the twenty days are to be reckoned. In excuting this part of your duty it will be indispensable that you make sure of having the Indians on the river bank at the first landing (which should be specified in the notice) above or below Vicksburgh on the day when the twenty days shall have run out. This will be proper on every account, but as it is possible that the Indians may either break their engagement and scatter after they are collected, and even on the march, I have provided in the contract that no damage or demurrage shall be claimed for five days after the twenty have expired, but it would be unjust to the contractor to reckon on those five days. The Indians must be at the river bank within or at the expiration of the twenty days if possible. If by an overruling accident or necessity that no exertion can control the Indians cannot be conveyed to the river within the twenty days, and you find they cannot be conveyed there within the superadded five days, immediate notice should be given to General Anderson of the fact so as to prevent any claim for damages against the U. States, and if contrary to all expectation the twenty-five days from an uncontrollable and unforeseen cause are permitted to elapse after the twenty days' notice has been given without

either the arrival of the Indians or notice that they cannot be there, you will immediately give notice to General Anderson that the Choctaws cannot be had at the bank of the river according to the provisions of the first notice, so as to stop the claim for damage or demurrage which will, under such circumstances, have commenced and be running.

To this paragraph of your instructions your special attention is requested as alike due to the government and the contractor. I enclose copy of a muster-roll, such as the agents of the department use for their returns when emigrating Indians. This roll will serve as a model from which, having taken copies, you will write the names, ages of the Indians, sex, negroes free or slave. On these rolls so prepared you will take General Anderson's receipts when you turn over the Choctaws to him for transportation by water to the west.

I am, &c.,

T. HARTLEY CRAWFORD,
Commissioner.

[Letter-book 34, page 52.]

OFFICE INDIAN AFFAIRS,
June 12, 1843.

JOHN J. MCRAE Esq.
(*Care Hon. W. M. Gwin, Vicksburgh, Mississippi.*)

SIR: The examinations, which required great detail and investigation and much labor, of the cases reported by the Choctaw Commissioners, Messrs. Murray and Vroom, and the reports made thereon having received the approbation of the Secretary of War and President of the United States, I now transmit copies of the list showing who of the claimants are entitled to lands and who must take scrip. You will likewise receive a list of those whose claims were rejected, and of those claims which have been recommitted to the present board. These several papers dispose of all the claims that were acted on by Messrs. Murray and Vroom, and that you may have the fullest information on the subject, I also send by the same mail to the Choctaw Commissioners a copy of the report from this office to the Secretary of War, with his decision thereon, to which I refer you when with the board for your information.

The list of those who are entitled to land requires no action by you, but it is sent that you may in full satisfy the claimant under it of what has been done, which will be further presented by the issuance of patents to them. The list of those rejected is sent for the same purpose.

The roll of the claimants to whom scrip has been awarded is the one that now calls for your prompt and immediate attention. The scrip is deliverable, one-half east and one half west, to such Indians only as shall emigrate, as the law clearly intends [for emigrants on[ly] can receive west]. It has been divided accordingly in two equal parts each for ½ section for the head of the family, under the 14th article of the treaty of 1830, into two equal parts for the children over ten years of age, and into two equal parts for the children under ten years of age, one part of each making one-half of the whole, and being that portion deliverable east is now sent to you.

Your first duty will be to make known to them that, according to the decision of the President of the United States, they are entitled to scrip, and how much. After you have received it and are ready to deliver it to them, as it has been granted to them, on their emigrating, that is,

when the movement has progressed so far as to make it certain that they and their families will go, but not otherwise. In the discharge of this branch of your duty the utmost caution will be necessary, for on no account must the scrip be delivered to such as will not go. They may profess a willingness to remove, but if the scrip gets improvidently into their hands they may afterwards, from bad advice, or other causes, decline to emigrate. If the emigration goes on smoothly and no difficulties or obstructions are thrown in the way, I see no objection to the delivery of the scrip at any point after the Indians leave their residences east of the river; but if difficulty of any kind exists, either from the interference of others or the disinclination of the Indians, it ought not, if necessary to effect their removal, be delivered until they are on board the boat in the Mississippi, and in the latter event they should be so informed. This, I am sensible, will be an arduous and delicate part of your duty, but it will for that very reason be necessary to bring to its discharge the utmost circumspection and care. The law of 1842 resuscitating the commission, the act making the appropriation for the removal of the Choctaws now in Mississippi, and the whole scope of executive and legislative proceeding in relation to them, their own interests and those of the State, require that they should be removed. The delivery of the scrip under any circumstances to those who shall remain would therefore be inconsistent with this policy and public expectation, and would take from our grasp one of the means of effecting the emigration. With these remarks I must leave something to your discretion, being imperative only in the instructions not to deliver the scrip now sent unless they go west. The instruction in this paragraph is substantially in accordance with your suggestions in the letter of 5th April last. So much of it as belongs directly to the head of the family will be delivered to him or her, or, if he or she be dead, to his or her legal representatives. The same remark applies to so much of it as is granted for those children over ten years of age; as to the scrip which is granted to children under ten years of age (according to both the treaty and the law of 1842), it appears to me that the most judicious course will be to deliver what has been issued to those children who are still in their minority, to the parents as their natural guardians, and what has been issued to such as are 21 years, to themselves; or if some are under and some over 21, it might be delivered to the adults for themselves in trust for the minors, or to the parent in trust for the whole, according to the character and capacity of the parties. As the scrip does not name the children and it is made transferable by assignment attested by two witnesses, it would be proper perhaps that you should furnish with each piece of scrip containing the names of children under ten years of age, a certificate that A B and C are those children, who now under ten years of age and living with the head of the family at the date of the treaty, as appears by an official list of them in your possession, so that a transfer can be made by the holders thereof. This, without some evidence of who those children were, could not be done, nor would the land officers at which the scrip might be presented in payment of lands be able to determine upon the validity of an assignment.

Receipts must be taken by you from those Choctaws to whom you shall deliver scrip. These, I would recommend, should be taken on a copy of the rolls now sent you, taking care that the delivery be made by you in person and witnessed by some gentleman of respectable character, who can attest the receipt.

It is hoped that with the scrip, of which you will receive 74 certificates for each head of a family, 58 certificates for each class in a family over

ten years of age, and 49 certificates to each similar class under ten years, you will be able to effect the emigration of those who in that event will be entitled to receive it. But your efforts at emigration will not be confined to these alone, but will extend to those who are to receive patents for land as well as with more force and a greater probability of success to those who have been rejected, of all whom this communication and the accompanying lists will give you full information, and with the instructions of the 16th of March last on the subject of emigration will put you in possession of the wishes and views of the department, which I trust no exertion will be spared on your part to carry out. Please report from time to time of your progress and the prospects of your success, either full or partial. It is very important, in reference to moving west, that I should hear from you and know the number of emigrants in each party as soon as it can be furnished, and, if practicable, before they set out; the longer before the better.

If an arrangement can be made by you with General Alexander Anderson, the contractor for the transportation by water, to carry any number short of 200, as suggested by you in your letter of 5th April last, there can be no objection to it, as the limitation of number was at his instance. Let the arrangement be in writing and the original be transmitted to this office.

As regards the payment of the commutation money for the year's subsistence, it is unnecessary to decide now by whom it shall be made on their arrival west. It has been thought that as we have a resident Choctaw agent west, who is acting superintendent of the Indian Territory, and in every way well qualified, well known to those west, and popular with them, it would be best for him to pay the money and deliver the scrip, but that can be reserved for consideration. It can make no difference by whom it is done except as regards expense, which I wish to keep down to the lowest proper limits in all respects, and except further that as the agent west will have the future and permanent charge of them it would seem that it should be proper that he should begin his charge of them as soon as they arrive with his agency.

Your acts, as reported, are approved, and I am gratified by the energy and ability manifested in them, and I rely confidently on a continuance of these exertions, that we may, if possible, effect by the emigration a great good to the Indians in Mississippi and at the same time advance the interests of the State.

I am, &c.,

T. HARTLEY CRAWFORD,
Commissioner.

[Letter-book 34, page 356.]

OFFICE INDIAN AFFAIRS,
December 1*st*, 1843.

JOHN J. MCRAE, Esq.,
Vicksburgh, Mississippi,
Hillsboro', Scott County, Miss., } Triplicate.
Paulding, Jasper County, Miss.

SIR: I made a communication on 12th June last furnishing the decisions of the Secretary of War and President of the United States on the reports made by Messrs. Murray and Vroom, former commissioners, for the investigation of claims to land under the 14th article of the treaty of

Dancing Rabbit Creek with the Choctaws in 1830. With those decisions you receive scrip under the law of 23rd August, 1842, for so many Choctaws as were entitled to it by those decisions under the said law. This scrip you were directed on no account to deliver to those persons unless they emigrated; and to the letter of 12th June I refer you for the details of their instructions. I to-day received from the Secretary of War the following order:

Let the agent be ordered to issue no scrip until specially ordered so to do from the department.

War Department, November 30th, 1843.

J. M. PORTER.

You are therefore instructed and directed on no account to deliver or issue a single piece of the scrip sent to you as above to any person whatever, but retain possession thereof until specially directed in relation to it by the Department of War, the order of the Secretary being designed to cover that scrip, as he particularly explained his intention.

I am, &c.,

T. HARTLEY CRAWFORD,
Commissioner.

[Letter-book 35, page 72.]

OFFICE INDIAN AFFAIRS,
March 25th, 1844.

JOHN J. MCRAE, Esq.,
Jackson, Mississippi:

SIR: By order of the Secretary of War a contract was entered into in March last, as you know, between the United States and General Alexander Anderson for transporting in steamboats all the Choctaws now in Mississippi who will consent to emigrate from a point near Vicksburgh to Fort Coffee in Arkansas.

A petition of Samuel Cobb and James Pickens, dated 21st of September last, to the President U. States, sets forth that at a council of their warriors, among other business transacted, was the adoption of the following resolution, viz: "That we will emigrate by land and go any part of the route by water, and will urge the government to make arrangements accordingly."

The Secretary of War has instructed me to ascertain whether the Indians remain of this mind, and to request you to gain positive and absolute knowledge of their wishes in this particular. This, I presume, you can learn by a conversation with Cobb and Pickens, who, it is understood, control all the Choctaws in Mississippi. I would advise that you see them alone, and that you keep your object to yourself. If you do not, influences will probably be brought to bear upon these chiefs that can mould their answer according to the interest that prompts the interference. When you have acquired the desired information you will please communicate it without delay to this office.

I am, &c.,

T. HARTLEY CRAWFORD,
Commissioner.

[Letter-book 35, page 499.]

OFFICE INDIAN AFFAIRS,
October 11*th*, 1844.

JOHN J. MCRAE, Esq.,
Herbert's P. O., Neshoba County, Missi.:

SIR: A contract for removing the Choctaws from Missi. having been made with General A. Anderson, Col. John B. Forrester, Samuel Cobb, and James Pickens, by Col. Forrester, their attorney in fact, the Secretary of War on the 10th ultimo addressed to me a communication in which he stated his desire and that of the President of the United States to accomplish the removal of those Indians, and gave me certain directions pertaining to the branch of duty confided to you, which I cannot better carry out than by embodying them in this paper and calling your particular attention to their import:

"To secure a commencement of the emigration and its continuance, I presume a good deal may depend upon the steps of your bureau in relation to the delivery of the certificates or scrip. The extent of the discretion given to the Secretary of this department under the third section of the act of Congress of August, 1842, may be somewhat uncertain, but, in the exercise of that discretion, my direction to you is to instruct our agent not to deliver the half of the certificates deliverable east until he shall be satisfied of the sincerity of the Indians in their intention to emigrate, and even then not to deliver those certificates until they shall have actually set out on their journey, and, to secure the prosecution of their journey, leave it to his judgment and prudence whether he will deliver them before they shall have reached the river Mississippi, or at what part of their journey."

I am, &c.,

T. HARTLEY CRAWFORD,
Commissioner.

[Letter-book 36, page 66.]

OFFICE INDIAN AFFAIRS,
November 25, 1844.

JOHN J. MCRAE, Esq.,
Herbert's P. O., Neshoba County, Missi.:

SIR: By direction of the Secretary of War, I transmit herewith 715 pieces of scrip, issued in accordance with the law of the 23rd August, 1842, for claims which have been examined and allowed by the Choctaw commissioners, the allowance concurred in by the President of the United States and the Secretary of War, and more particularly described on the accompanying list. This scrip is for one-half only of the amount of the respective claims to be delivered by you "East" under the limitations and restrictions and to the parties in accordance with the tenor of my letters to you of the 11th ultimo and 7th instant (copies of which I now forward), and of this communication.

By my letter of the 7th instant you are informed of the decision of the Secretary of War in regard of the claims of children over ten years of age at date of treaty being as distinct and separate from their parents as those of children who were under ten years of age at the same time, and also that the patents and scrip were to issue to the children severally, and further that the scrip now in your hands on account of children could not be delivered in any event, but that new

issues in accordance with said decision would be made and sent in lieu of that heretofore prepared. In accordance with that intimation I now send you 148 pieces for children over ten years, whose names are designated on list A, and 112 pieces for children under ten years, whose names will be found on list B. You will therefore return to this office the certificates heretofore sent you on account of children.

I send likewise 455 pieces of scrip for claims reported upon by Claiborne and Graves, viz, 137 for heads of families, 166 for children over ten, and 152 for children under ten, particularly named, and certificates described on list C. These claims of heads of families are those referred to in a communication from the Secretary of War to me of 22d ult., in which he says:

"I find upon this schedule many cases where the board of commissioners have allowed the claims, and you have marked in pencil that they are *allowed for scrip*, or generally 'allowed,' and in some few instances land was allowed to all such cases. You will immediately do whatever may be necessary to carry into effect the judgments of the board, thus sanctioned by the department, and will for that purpose forthwith issue the certificates, or scrip, or the patents, as the cases may respectively require. The scrip, &c., will be transmitted to Mississippi and placed in the hands of the proper Indian agent for delivery, as I have heretofore described" (see my letter to you of 11th of October last), "in all cases not objected to on account of fraud or liable to the provisions of the 9th section of the law of August, 1842. Upon those claims implicated by fraud or by the provisions of the 9th section of the law of 1842, the scrip, &c., will be withheld until the decision thereupon by the commissioners. Thus the undisputed cases will alone be finally disposed of. The commissioners were written to upon this subject on the 7th instant, and that you may be more fully informed of the action had upon it and of its direct bearing upon your duties I send you copy of my letter to them. From the tenor of the Secretary's decision and my communication to the commissioners you will perceive that although the scrip in that class of claims is forwarded, yet that you are not to deliver it to the claimants until the commissioners shall have notified you that the claims do not come within the exception indicated by the Secretary of War.

In the cases of heads of families where they are reported as dead, the certificates are issued to the executors or administrators of such dead if such there be, or, if not, then to their heirs and the legal representatives of the deceased. In cases of children, the scrip is so framed that provision is made according to the circumstances of the case when you are ready to deliver it. With reference to the delivery of all the scrip I am directed by the Secretary of War as follows:

"You are hereby directed especially to instruct the agent of the government, whoever he may be, or who shall be appointed to the duty of delivering that patents and the scrip, to deliver the patents and the scrip thus provided and issued to each Indian who is entitled to the same, in person if he can be found and identified; and, if not, to deliver it to the nearest and most discreet relative." Your special attention is directed to the orders; and, in connection therewith, I suggest that the same direction be given to the scrip of deceased claimants, whether heads of families or otherwise. On the accompanying list, marked D, is designated the names of claimants referred to in the following extract from communication of the Secretary of War to me of 22nd ult., to which your particular attention is required:

"All the cases contained in the schedule and marked by you in pencil

'*rejected*,' will be suspended for the present, until I can gain time to have them examined. You will give assurances to those Choctaws that no unnecessary delay shall occur; their cases, as they shall be reported, will be taken up and decided upon. Give them every assurance that their emigration shall not retard or impair the justice to which they are entitled; that in their new homes they would receive from the authorities of the government humane and generous attention, and all their rights be as fully protected as if they remained in Mississippi."

The Secretary of War directs me to say he is very anxious that you and the commissioners should do all that is legally in your power to remove the Choctaws from the State of Mississippi.

I am, &c.,

T. HARTLEY CRAWFORD,
Commissioner.

[Letter-book 36, page 69.]

OFFICE INDIAN AFFAIRS,
November 26, 1844.

MESSRS. TYLER, GAINES, & RUSH,
Choctaw Commissioners, Herbert's P. O., Neshoba Co., Missi.:

GENTLEMEN: On the 7th instant I addressed a communication to you in which I quoted very fully from papers sent to me by the Secretary of War, by which you would be informed of his views as to the rule of conduct for you to pursue respecting the construction of the 9th section of the act of Congress approved 23rd August, 1842. I enclosed at same time a copy of the opinion of the Attorney-General on the subject and a copy of a communication from the department on which that opinion was given, showing that the necessity for obtaining it grew out of the then position of the claims reported on by your predecessors in July, 1843. I then called your attention to the subject, particularly with reference to the claims to be adjudicated by you, and stated that when the "scrip goes out for the cases allowed on the reports of Messrs. Claiborne and Graves directions would be given to you respecting them."

I now have to inform you that I yesterday transmitted, by direction of the Secretary of War, to John J. McRae, esq., by private conveyance, 715 pieces of scrip for Choctaws. Of that amount only the claims of heads of families indicated on the accompanying list, marked A, will require action at your hands. These are a portion of the claims allowed by your predecessors, and, with the exception of those for land, very few are particularly referred to in the following extract from a communication to me by the Secretary of War on 22d ultimo:

"I find upon this schedule many cases where the board of commissioners have allowed the claims you have marked in pencil; they are 'allowed for scrip,' or generally 'allowed,' and in some few instances land is allowed. In all such cases you will immediately do what may be necessary to carry into effect the judgments of the board thus sanctioned by the department, and will for that purpose forthwith issue the certificates, or scrip, or the patents, as the cases may respectively require. The scrip, &c., will be transmitted to Mississippi and placed in the hands of the proper Indian agent for delivery, as I have heretofore prescribed" (see 5th paragraph of Secretary's communication to me of 10th September last, a copy of which is herewith transmitted, marked B) "in all cases not objected to on account of fraud or liable to the provisions of the 9th section of the law of August, 1842; upon those claims implicated

by fraud or by the provisions of the 9th sec. of the law of 1842, the scrip, &c., withhold until the decision thereupon by the commissioners. Thus the undisputed cases will alone be finally disposed of."

The nature of your duties respecting those claims are so explicitly set forth in my letter of the 7th instant and in papers which accompanied it that it is not deemed necessary to instruct you specially in that regard. Mr. McRae, to whom the scrip has been sent, has been instructed not to deliver it to the claimants until the commissioners shall have notified you the claims do not come within the exceptions indicated by the Secretary of War.

That you may be fully aware of the anxiety of this department for the removal of the Choctaws, I send, as above stated, a copy of the instructions of the Secretary of War to me on the 10th September last.

The Secretary of War also directs me to say he is very anxious that you and Mr. McRae should do all that is legally in your power to remove the Choctaws from the State of Mississippi.

I am, &c.,

T. HARTLEY CRAWFORD,
Commissioner.

[Letter-book 36, page 79.]

OFFICE INDIAN AFFAIRS,
December 3, 1844.

J. J. MCRAE, Esq.,
Herbert's P. O., Neshoba County, Missi.:

SIR: Enclosed please find a list of the names of six Choctaw heads of families whose claims to lands were examined, allowed, and located by Messrs. Claiborne and Graves, and whose decision has been concurred in by the Secretary of War. The patents have not yet been issued, and will not be until the commissioners, who have been written to upon the subject to-day, shall decide that they are not attainted by and do not come within the provisions of section 9 of the act of August 23rd, 1842.

It is my wish, should the commissioners decide favorably, that you call on the claimants and urge their immediate emigration, and assure them that the government will send their titles to them at their new homes.

I am, &c.,

T. HARTLEY CRAWFORD,
Commissioner.

ENTERPRISE, *Dec'r* 30*th*, 1842.

SIR: Your letter of the 2d inst. is at hand. It advises me that I "have been selected to act on behalf of the government" in matters connected with the removal of the Choctaw Indians from the State of Mississippi to their new homes west of the Mississippi River, as therein specified. I shall hold myself in readiness to act in this business whenever I shall be so instructed by your deparment, as suggested in your letter. With sentiments of esteem, & the grateful acknowledgment of my obligation for the kindness of the department in conferring upon me the appointment,

I am, very respectfully, your ob't s'v't,

JOHN J. MCRAE.

To Honl. T. HARTLEY CRAWFORD,
Coms'r Indian Affairs, War Department.

OLD YAZOO VILLAGE,
June 22d, 1843.

SIR: I have the honor herewith to transmit to you a coppy of a communication addressed by me to the comissioners on the 16th inst. Also their reply of the 19th, with a view to regulating the plan for subsistence of Choctaw claimants and their Indian witnesses during their attendance upon the sitting of the board, in order to insure the greatest economy of expenditure, and at the same time to make the appropriation hold out, if possible, for the entire subsistence, as enjoined upon me by my instructions from your office of the 16th of March last. The correspondence will indicate to you the course designed to be pursued, which I hope will meet with the approbation of the department. It is the character of the Indians to congregate in boddies when any business touching their interests is to be transacted, and all to remain until it is completed, whether all are immediately concerned or not. Had the appropriation been sufficient, it would have been a matter of great policy connected with the emigration to have withdrawn them entirely from their crops this summer and thrown them for subsistence upon the government. By this means, in the fall they would have been destitute of supplies of their own, and would have been compelled to resort to the bounty of the government provided for removal. But the appropriation being too limited, and not designed to effect this object, I have adopted the policy suggested by the commissioners, and concurring with my own views, which will not be departed from except in cases of necessity here, where the claimants live mostly near at hand; or, in cases when they reside at long distances, and come in large boddies for the investigation of their claims, when some lattitude will necessarily have to be taken in the judicious exercise of the discretion of the agent.

All of which is respectfully submitted.

Very respectfully, yr. obt. svt.,

JOHN J. McRAE.

Hon'l. T. HARTLEY CRAWFORD,
Comssr. Indn. Affrs., War Department.

OLD YAZOO VILLAGE,
June 16th, 1843.

GENTLEMEN: My instructions from the department require me to furnish provisions "for subsistence of Choctaw claimants and their Indian witnesses during their attendance at the sitting of the commissioners appointed under the act to provide for the satisfaction of claims arising under the fourteenth and nineteenth articles of the treaty of Dancing Rabbit Creek." The commencement of the investigation of these claims at this place on the 8th inst. rendered it necessary for me to enroll such as were present for that purpose, and to place them on the subsistence list. I accordingly did so, and placed on that list on the succeeding day at their earnest solicitation twenty-seven heads of families who, as they represented, and, I doubt not, truly, were in a starving condition, embracing in the aggregate one hundred and seventy-four persons. The number has continued to increase from day to day by new arrivals here, untill it now amounts to thirty-seven heads of families, embracing in the aggregate two hundred and fifty-two persons; and others are here to enroll their names, who will necessarily have to be provided for in the rations of to-day.

The entire appropriation for subsistence is limited to the sum of $15,000

and my instructions enjoin upon me the most rigid economy in its proper expenditure. Besides, the consideration of making this sum hold out for the entire subsistence, is enforced upon me as the discharge of a public duty. To enable me to effect this important object, I have respectfully to request that your board will pass some order fixing upon the number of heads of families supposed necessary to be present in the progress of the investigation of their claims; or make such other arrangements upon this subject as your discretion may suggest; and that I may be advised of the same and furnished with a list from your office from time to time of the names and number of claimants you may in your judgment deem necessary to be present, and also of the names and number of their Indian witnesses. Without some concert of arrangement on this subject between the commissioners and the agent it will be difficult for me to pursue this branch of my business with economy, and at the same time to ensure with certainty the detention here of the proper number of claimants, and the proper witnesses themselves to be in attendance upon the commission as the investigation of the claims progress. I shall certainly be compelled myself to arrest the supplies to so great a number of the claimants at one time as from present indications I have evidence to believe will present themselves for subsistence.

I am disposed to extend every liberality in the discharge of my business towards these unhappy people which is consistent with the benevolent object of the appropriation. In addition to this, my own sympathy for the distresses of weak and oppressed humanity would lead me to bestow bounties where I have neither the means or the power to confer them. But my instructions and my duty are paramount to all obligations to the performance of which my feelings would dispose me. They must be strictly pursued; and they enjoin upon me the necessity and propriety of this communication.

Very respectfully, yr. obt. svt.,

JOHN J. McRAE,
Eng. & Dbg. Agent for Removal of Choctaws now East.

To Hon'l. JOHN F. H. CLAIBORNE,
RALPH GRAVES,
Choctaw Commissioners.

BOARD OF CHOCTAW COMMISSIONERS, *June* 19*th*, 1843.

J. J. McRAE, Esq.,
En. & Sub. Ag. for Choc. E. of the Miss'i,

SIR: In reply to your letter of the 17th inst., we give it as our opinion that forty families per week are as many as you should subsist, and this number should include the claimants & their witnesses to be examined by the board. We shall probably average five cases per day, but the number suggested will give you sufficient latitude to include the witnesses that may be required. The parties can furnish you with a list of the claimants (on the first day of every week) to be brought before the board, & as fast as their cases are disposed of they can be struck from the subsistence roll. A similar list of witnesses can be furnished you at the same time.

Our secretary will be requested to hand you every evening a list of the claimants & their witnesses that have appeared before the board, & whose attendance we may not require thereafter. These suggestions, we think, will enable you to make the appropriation go as far as possi-

ble, & to apply it as it was evidently intended *solely* to be applied—to the subsistence of the Indians only when they are required to be *actually* in attendance on the board.

Very resp'c'y, y'r o't ser'ts,

J. F. H. CLAIBORNE.
RALPH GRAVES.

HOPAHKA, MISS., *September* 22*d*, 1843.

SIR: Since my letter to you of the 6th inst., the Pearl River and Big Black Indians have held a general council on the subject of their emigration, under the direction of their leading men, Col. Samuel Cobb and Captain James Pickens. The council was called by Col. Cobb at his own instance and with the advice of his leading captains, and was attended by about two hundred and fifty head men and warriors, who, with their families, constituted from five to seven hundred present. The council was held ten miles east of this place on a beautiful running creek, called the Tuc-a-lo-ta-ha, near Pearl River, and continued five days. It was the first time the Indians had met to take into consideration the subject of their emigration of their own accord, as it had been repeatedly presented to them by myself, and it was a solemn and imposing scene to witness their proceedings, in making their first determination to leave the homes of their fathers here for the stranger homes prepared for them in the West. But the character of the Indian was still visible in their subdued but exalted nature. Stern in grief, and unmelting in their sorrows, they proceeded with calmness and deliberation to the consideration of their situation here, their removal to the west, and the brighter or gloomier prospects which awaited them in coming events. The council was opened by the venerable chief, Col. Cobb, in a speech of about one hour's length, full of touching pathos for the condition of his people here, and deep concern for their future interests. Taking decided grounds himself for emigration, but at the same time declaring that he did not wish to drag any of his people with him who did not choose to go of their own consent. He was followed by his leading captains, Wee-shock-shee-homah, Tish-o-piah, Hox-a-gee, Hix-a-num-pulla, An-o-la-ta, Ash-o-la-ta, Tus-ca-no-la, Ta-hom-ba, Pah-lub-bee, and Sock-a-tubbee, all of whom expressed their former feelings of opposition to removal, but yeilded their assent to follow whatever course might be adopted by their leaders.

The council was continued morning and evening of each day, and every warrior was called on to express an opinion untill near two hundred had spoken, and even some forty women made speeches. Captain Pickens was not able to attend the council on account of sickness untill the morning of the fourth day. And the want of his presence seemed to delay action, and hold their determination in suspense. He is an intelligent and bold man, and much confided in by his people, being second in rank and equal in influence to Cobb. He came at once to the point. Declared in favor of removal and called on all to come out at once and express an opinion. On the morning of the fifth day the business of the council was closed, and the vote taken on the several propositions considered at the meeting.

I herewith have the honor to inclose to you a copy of a petition to the President of the United States, by Col. Samuel Cobb and Captain James Pickens, the original of which has been transmitted to Washington by the hands of the Hon'l. John J. Guion, att'y for the Indians and

specially deputed by them at this time, in council, to repair to Washington, to have the views and facts therein contained properly presented by him in person to the President of the United States, and if possible to obtain for them his sanction and that of the department. The copy of the petition, with the letter enclosing it, has been handed to me, urging me to visit Washington in person as the agent of the government, being here upon the spot, and having a personal knowledge of the true situation of affairs, and present them as I know them to exist to the President and the department. This petition will put you fully in possession of the views and feelings of the Indians, and of their proceedings at the council. And will, I trust, furnish satisfactory evidence of the correctness of my statements in my communication of the 6th inst.

Their almost unanimous opposition to water transportation was not anticipated by me, though I was aware of their aversion to it, and it is now settled that their emigration cannot be effected in that way, or at best very partially so. No influences can be brought to bear upon them to accomplish it, and I have this day addressed a letter to Gen'l Alexander Anderson at Knoxville, Tennessee, advising him of the determination of the Indians not to perform any part of their journey by water, and recommending him to proceed forthwith to Washington and obtain if practicable such a modification of his contract as to enable him to make the land transportation from the Mississippi to the Choctaw territory west.

I have the honor also to transmit to you, with this communication, a contract entered into between myself, on behalf of the United States, and Col. Samuel Cobb and Captain James Pickens, on behalf of the Indians, for the removal and subsistence of their people to the Mississippi River, and for their subsistence for twelve months from the date of their arrival in the Choctaw territory west. The papers are all put in my hands, and are of course not binding or obligatory in any manner untill ratified and confirmed by the commissioners, or the proper authorities at Washington. I had no authority to make such a contract, but it was their own proposition determined on in council without any suggestion or expectation on my part. And as it at once secures, if concurred in by the government, the entire success of the removal, I did not feel myself authorised to decline it. But on the contrary, was eager to embrace it, and submit it to the department. A bond executed by Col. Cobb and Captain Pickens in my presence, with approved security and properly attested, is transmitted with the contract. The petition of Col. Cobb and Captain Pickens proposes to obtain the contract for the removal from the Mississippi to the Choctaw territory west at the rate of ten dollars per head, the amount at present stipulated to be paid for their water transportation. It is not my desire to conflict with the contract of Gen'l Anderson, and I shall, therefore, make no suggestion on this point. I refer to it merely to show to the department that the captains of the Indians, who alone are capable of effecting it, are willing to make the removal at a rate of expense precisely equal to that proposed by the government in my instructions of the 2nd of December last. And had the original plan of operation been carried out, as communicated to me in my instructions of that date and of the 11th of January and as explained by me to the Indians, and reported to the department in my correspondence of the 5th of April, the entire success of the removal would now be complete, under the then existing regulations.

You will perceive from the petition that three distinct resolutions were adopted at the council, and with apparently most singular una-

nimity. But it is the custom of the Choctaws to move together, and whatever course is pursued by the leaders the warriors are sure to follow. Several other votes were taken and many things agreed upon in consultation at the council, of all which the petition will fully and correctly advise you.

There are many things connected with this business in its present stage, which I cannot fully and satisfactorily explain to the department by letter. My correspondence from the commencement has been voluminous, and I fear tedious to the Commissioner, but it could not have been less full without being less explicit in regard to matters of which I considered the department should be fully informed. There is much information also which I desire from the department which cannot well be obtained by correspondence and without great delay, and as it is the earnest desire of the Indians, especially of Col. Cobb and Captain Pickens, that I should proceed to Washington and present to the department in person the true situation of their business, as expressed in their letter to me, enclosing the copy of the petition to the President, and as I have effected everything here which can be done at present, and as the subsistence is suspended during the recess of the board of commissioners, I have determined to visit Washington in person with a view to full consultation with the Commissioner and the department on the subject of the business under my charge, and hope to reach the Capitol by the 10th or 12th of October next. This communication, with accompayning documents, will reach you in advance, and will put the department in possession of a full view of my proceedings up to this time, all of which, it is hoped, will prove acceptable.

And are respectfully submitted

By very truly y'r ob'd't s'v't,

JOHN J. McRAE.

To Hon. T. HARTLEY CRAWFORD,
Comm. Ind'n Aff'rs, War Department.

HOPAHKA, *Sept.* 21, 1843.

J. J. McRAE, Esq.,

SIR: We hand you enclosed a copy of a petition to the President of the U. States, which we have this day forwarded to Washington. The views set forth in this petition are the deliberate convictions of our minds, impressed upon us by the most mature deliberation on the subject, and the facts detailed are known to yourself to be true. It is our earnest desire that the requests we make on behalf of our people should be complied with, and it is our wish that you, as the agent of government, should proceed to Washington and present to the President in person the views & wishes expressed in this petition in the light in which, from your own personal observation, you know they are entertained by us & by our people, and to urge upon government a concurrence in the contract which we have this day entered into with you for the western emigration of ourselves & people, & which we are extremely anxious should meet with the approbation of the President.

We are, very respectfully, your o't s'v'ts,

SAMUEL COBB, his x mark.
JAMES PICKENS, his x mark.

Interpreted & explained by me and signed in my presence,

JOHN ELLIS.

To the President of the U. States:

The petition of Samuel Cobb and James Pickens respectfully sheweth:

That your petitioners were Choctaw captains, each having a large company of warriors under him at the date of the treaty of Dancing Rabbit Creek.

That upon the execution of said treaty by their chiefs your petitioners and their warriors, after mutual and deliberate consultation, determined to avail themselves of the privilege secured by the 14th article of said treaty of remaining in the State of Mississippi and taking land under said article.

That this determination on the part of their warriors was chiefly induced by the previous determination of your petitioners to remain and by their assurances that the solemn treaty stipulations of the American Government would be faithfully and honorably performed.

Your petitioners, while they cannot express the deep mortification they felt on finding that those assurances were groundless, and the extreme distress they have experienced for thirteen years in witnessing the sufferings of their people, chiefly induced by their own example and advice, are at length encouraged to hope that a way is about to be opened by the humane exertions of the present administration of government for securing to their people at least a *portion* of their rights—for providing for their emigration to their country west—and for thus enabling your petitioners, by accompanying their people and supervising their settlement in their western homes, to remedy in some measure the evils they were undesignedly made the instruments of bring upon them.

Your petitioners state that the claims of most of their warriors upon the justice of government have at length been examined—some by the former and some by the present board of commissioners. They suppose these cases, with the testimony adduced in support of the claims, have all been reported to the proper department, & that the gov't will make a final decision in the several cases alike honorable to herself and just & liberal towards the claimants.

Your petitioners state that in anticipation of such a course expected to be pursued by government, they recently called a general council of their warriors for the purpose of preparing their minds for a movement to which their feelings have always been opposed, at which council, after several days spent in consultation & debate—after urging upon their people the policy & necessity of an immediate removal west—and after pledging themselves, at any sacrifice it might require, to accompany them in their emigration, the following resolutions were adopted, the first and third unanimously, and the second with only two dissenting voices, viz:

1st. That we will emigrate as soon as the United States will adjust our claims upon liberal principles, provided the titles or evidences of title & scrip to be awarded are all placed in the hands of the emigrating agent, so that we can see the half of the scrip to be delivered west, as well as the other half before we set out.

2nd. That we will emigrate by land, & not go any part of the route by water, & will urge the government to make arrangements accordingly; and

3rd. That the captains and head men be requested to endeavour to procure from government the control & management of the emigrating expedition & the subsistence of the Indians.

Your petitioners believe that the present crisis in the affairs & feelings of their people should be improved by all interested in their removal *west;* that the terms upon which their assent has been obtained are

reasonable—that these terms, so far as they depend upon the action of government, should be promptly complied with; and that everything which a just, liberal, & humane regard for the rights and sufferings of these people will suggest, should be done to facilitate their removal, so that they may have a comfortable passport to the country of their future residence, reach it in time to prepare their habitations before the weather becomes inclement, and thus avoid the sickness & fatality which have attended all former emigrations, contingencies to guard against which your petitioners feel a deep responsibility.

Your petitioners cannot believe that the cautious manner in which the assent to emigration has been expressed by their people will create any surprise when it is recollected that no promise heretofore made to them by government has been verified. They were assured if they would consent to the cession of their country that their homes should be reserved, but these homes were taken from them, other lands were conditionally reserved for them, & they were assured that government would examine their claims & give them these lands if their own had been wrongfully taken from them, but this promise was also disregarded, and lastly they have seen a number of their brethren whose cases were examined by the former board removed west upon the assurances of the government agents that their cases should receive a prompt & liberal consideration, living for five years in anxious suspense as to the result of their claims which it was finally ascertained had been rejected.

Your petitioners are impressed with the belief that gov't after an eight years' investigation of the claims of their people through two different boards of commissioners from all the concurrent testimony of white men & Indians in their favour, and the utter failure of all the malignant efforts of interested persons to discredit them, must now be fully satisfied of the truth of the following facts, viz:

1. That at the time of the treaty a majority of the Choctaws were opposed to a removal, & intended to avail themselves of the privilege secured by the 14th article which was inserted for their express benefit.

2. That through the failure of government to place a faithful & competent agent among the Choctaws to receive and register applications for the benefit of the 14th article, the active exertions of the emigrating agents, and the delinquencies & threats of the resident agent, a majority, probably near two-thirds of the people, embracing a considerable number of those who had attempted to secure the benefit of the 14th article & been defeated were induced, to emigrate.

3. That about one-third, probably more, of the people persisted in their determination to remain & have ever since remained in the ceded country notwithstanding all the obstacles interposed in the way of their securing the benefits of the 14th article of the treaty, many of whom were registered, many more of whom applied & were rejected, and some few of whom were deterred from even applying by the treatment their friends & neighbors had received from the agent.

4. That in consequence of the neglect of government to secure to their 14th article claimants the titles to their lands, they were immediately after the time for signifying their intention expired, placed, by the declaration of government herself, ever since persisted in, upon the same footing with all other settlers upon public lands, and being ignorant of their rights & of the language & laws of the white men who, contrary to the stipulations of the treaty, were permitted immediately to settle among them, were annoyed, frightened, & driven from their places, in some cases without actual force, & in many cases before their lands were actually sold by

government, although they might have been entered upon by person who claimed an inchoate as pre-emptors, and

5. That all the contracts ever made by them were made from necessity for the purpose rather of securing to their agents an honest compensation for their services & advances than of disposing of their lands, and always with the design of maintaining the rightful possession of their lands instead of abandoning them, which latter alternative could only have been designed by the law to operate as a forfeiture of any portion of their claims.

Your petitioners state that in consequence of the long-cherished hopes & wishes of their people that they would be permitted, in accordance with the stipulations of the treaty, to remain in the land of their fathers and the utter want of confidence, not only in government agents, but in white men generally, occasioned by what they have observed & experienced of the conduct of agents & white men who, feeling no sympathy for their condition & no interest in their permanent welfare, have speculated upon their ignorance & helplessness, they were compelled, in order to obtain their cordial assent to a removal west, to make the following pledges & assurances:

1. Your petitioners pledged themselves to abandon their possessions in Mississippi, which consist of extensive tracts of land, & at the heavy sacrifices it might require to accompany their people west, assist them in their removal & in the selection & settlement of their future homes, and endeavour to obtain the contract, not only of their removal & subsistence on the way, but of their subsistence for the first year in the country west.

2. They assured their people, by permission previously, that the white men who have for several years been associated with them in the prosecution of their claims, to they have looked for counsel & assistance in all their difficulties & distresses, & in whom they have been led justly to repose unlimited confidence, as friends who have on various occasions exhibited a deep-felt regard for the welfare of our people & a just sense of responsibility in the management of their concerns, far different from the mercenary motives which might be expected to influence strangers suddenly thrown upon them, would also accompany them in their emigration and remain with them west until all their business with government shall be finally settled.

3. They assured their people that government would no doubt consent upon their request that the present agent, J. J. McRae, esqr., who has for nearly a year been among them, with whom they have now become well acquainted, and in whom they have confidence as a man of truth & principle, who never has & who, they believe, never will deceive them, shall also go with them, to take the sole management of their emigration, so far as government is concerned, to perform the entire duty of paying to them all their scrip, both east & west, and to expend for their benefit all other appropriations made by government for that purpose.

4. They assured their people that they would no doubt be permitted, upon the proper representations to government, to remove by land & not be compelled to go any part of the way on steamboats, a mode of travelling with which they are unacquainted, & not at all convenient for the transportation of such stock & other articles they may wish to take with them; and

5. They finally promised to urge upon government the immense importance of having their business settled in time to admit of their emigration early the coming fall, so that they may be able to get com-

fortably settled before the weather becomes inclement. It was upon these pledges & assurances made by your petitioners that the resolutions before recited were adopted by their people in general council.

Your petitioners, convinced of the justice of the claims of their people & of the necessity of their yielding to the policy of government by a speedy emigration west, and believing that government, while she presses this policy, will do all she can, not only to facilitate their departure by an early adjustment of their business, but to render their journey west and their settlement & subsistance there as comfortable & satisfactory as possible, do most respectfully request—

First. That all the cases of their people examined by the former board of commrs. & all those tried by the present board, which have not been finally disposed of may be promptly adjusted upon fair & liberal principles; and

Second. That in their emigration & settlement west their feelings & wishes, as embodied in the resolutions passed at their late council & more fully explained by the foregoing recital of the pledges & assurances of your petitioners upon which those resolutions were based, may receive the proper consideration of government, and that all arrangements which can be made for the comfort & happiness of our people on leaving the homes of their fathers for a distant country, and without which this whole enterprize, surrounded with so many difficulties, & requiring such careful & delicate management, may utterly fail, may speedily be made, so far as the feelings of our people can be gratified without increasing the expenditures of government. As an important part of such arrangements your petitioners urge as they have promised their people they would take a contract for removing them by land from the city of Vicksburg to the point of their destination west may be entered into by government with your petitioners at the same rate of ten dollars pr. head allowed by an existing contract for removing them by water, the latter being a mode of conveyance to which they cannot be induced to assent, and which, if adopted, would land them at a point in their country west at least one hundred miles from the district they may wish to occupy.

And your petitioners, as in duty bound, will ever pray, &c.

SAMUEL COBB, his x mark.
JAMES PICKENS, his x mark.

Interpreted & explained by me & executed in my presence Sept. 21, 1843.

JOHN ELLIS.

GALLABRUN'S HOTEL,
Washington City, Octr. 26th, 1843.

SIR: My communication of the 22d ult., to the Office of Indain Affairs, on the subject of business under my charge in Mississippi being referred by the Commissioner to the Secretary of War, and representations unknown to me being made to the department affecting its character, justice to myself and my duty to the government as a faithfull agent, knowing the true situation of the business under my charge, require me to make to you the enclosed communication, which is most respectfully submitted.

I have the honor to be, yr. very obt. svt.,

JOHN J. McRAE.

Honl. J. M. PORTER,
Sec. of War.

My instructions of the 2d Dcr. & 11th of Jany. last directed me to make the removal of the Choctaws now in Mississippi to the west as their cases were disposed of by the commissioners and transmitted to the department and finally acted upon by the Sec. of War & President and returned to me. I was instructed that the comssrs. would report from time, and that the Indians would be removed by piecemeal. They were to remove themselves the entire journey to the west, and I was to disburse to them the money for their expenses as the journey progressed. The measure of expense limited for this purpose was $20 pr head, and to ensure economy not less than fifty were to be removed in one body.

On the 27th of March last I made my first communication to the Indians on the subject of removal, and explained to them fully the proposition of the goverment as it was then made to them to remove. It was at that time supposed by everybody that their removal would be impracticable, and the whole matter result in entire failure. In fact, the prospect of success was anything but flattering, and I therefore communicated to them most fully the plan of the goverment for their removal, and the amount of money they were to receive in person pr head to effect it.

On the 3d of Apl. ensuing I rcd. from the department my instructions of the 16th of March last, enclosing a copy of a contract with Genl. Alex. Anderson for the water transportation and subsistence of the Indians from the first landing above or below Vicksburg, on the Missi. River, to Fort Coffee, in the Choctaw territory west. These instructions I was directed to consider as the ones by which I should be governed, and, so far as they conflicted with, reversed those of the 2d Dcr. & 11th of Jany. previous. They directed me to make the removal to the Missi. River at the lowest possible expense, and fixed the limit, which was not to be exceeded, at $8 pr head for this purpose. The Indians were to remove themselves, as in the first case, but to be delivered by me upon the bank of the river in numbers not less than two hundred.

These instructions so changed the original ones that the Indians were to receive at the outside only $8 pr head to make their removal to the river, instead of $20 for the whole route to the west, and they were compelled to perform the rest of their journey by water, on board of st. boats, under the charge of a strange contractor. The department and the President were fully informed by me in my seperate communications of the 7th of Apl. last, immediately after the receit by me of these instructions, of the probable difficulties these changes might produce. But they proposed to pay to the Indians $30 pr head for their first years subsistence after their arrival in the Choctaw territory west, and I was directed to say to them that this sum would be paid to them in specie quarterly in lieu of their commutation. This had not been communicated in my former instructions, and as it was an additional incentive for them to remove, I made my subsequent communications to them in accordance with these directions, and explained to them most fully, and with salutary effect, I think, this additional inducement held out for their removal.

On the 3d of July last, I rc'd from the department my instructions of the 12th of June, advising me of the final action of the Sec. of War and President on the report of Messrs. Murry & Vroom, and accompanied by certificates for land awarded to those Indians entitled to receive it, and being for that half of the scrip to be delivered to them east of the Missi., on their emigrating to the West, or when the movement had progressed so far as to render it certain they would go. This communication advised me that these instructions, taken in connexion with those of the 16th of March previous, would put me in possession of the

views and wishes of the department, and that my first duty would be to inform those Indians to whom scrip had been awarded, that it was in my hands, the amount of it, and that they were entitled to receive it, as it had been granted to them by the President on their emigrating to the West.

These instructions suggested to me that the law resuscitating the commission, the act making the appropriation for removal, and the whole scope of legislative and executive action upon the subject contemplated their removal, and that the policy of the gover'ment, the public expectation, and the interest and happiness of the Indians required it. And I was directed not to confine my exertions exclusively to these, but to extend them to those to whom land had been awarded, and, as was supposed, with greater effect, to those whose claims had been rejected. This I did in the most efficient manner of which I was capable, and even brought the executive influence of Missi., personally, to co-operate with me in my efforts to effect the removal. The governor of the State, at my solicitation, attending my last council, and remaining with me near a week, delivering a talk in conjunction with me in support of emigration, and explaining to the Indians the policy of Mississippi, as coincident with that of the government as presented by me. Of all which, with my letter to the governor, herewith transmitted, inviting his co-operation with me in a matter of so much importance to our State, the department has been fully informed in my communication of the 6th of Sept'r last.

The success of emigration was still doubtful, and the prospect of general, or of concerted and effectual removal of any number of the Indians, seemed to be entirely remote. Persuasion and inducement were unavailing, and the next step was to secure the co-operation of the white citizens and officers of the law, in connexion with my own. For this purpose a collection of the white people was appointed, and the leading men of the Indians assembled at Col. Cobb's, the leading chief among them, where they were told that it was expected by the white citizens that whenever their claims were settled by the gover'ment they should remove to the West. And to produce the strongest possible impression upon them, the laws of Mississippi were read to them by one of the magistrates present, and explained by the U. States interpreter in my employ, stating the offences, which, according to their own usages, they committed against our laws, and which, though their own immemorial customs, were of such criminality under the laws of Missi., as to subject them to heavy pecuniary penalties and punishment by imprisonment in the penitentiary. These offences are, the exercise of tribal offices by the head men of the Indians, abolished by our statutes, and punished by fine and imprisonment. Living in a state of adultery and poligamy; killing one another for certain causes, and, in some instances, inducing one another to commit suicide. In connexion with this, the names of some of the leading men guilty of these offences were read out, and it was distinctly and peremptorily stated by the magistrates and white citizens that if they remained in the country after their business was finally completed and returned to them by the gover'ment that these laws would be strictly and rigidly enforced against them, in the same manner that they were against the white people; and that they should be subject to all the civil duties of white citizens, such as the road laws, taxes, and other burdens to which they could not, from their inability to perform them, easily submit.

This proceeding brought to the consideration of the Indians the subject of their emigration in a different light from which it had ever

been viewed by them. It awakened their minds, filled them with alarm, and, taken in connexion with the inducement held out by the gover'ment, as repeatedly presented by me, and then ready to progress with their removal to a country of their own, where they would be undisturbed, first induced them to call a meeting of their own, to consider their emigration and to determine what course was best to be pursued. A council was ordered for this purpose by Col. Cobb, which assembled on the 15th, and concluded on the 20th of Septr. last. At the opening of this council, Mr. Joshua J. Parker, an intelligent and highly respectable citizen, and officer of the law, appeared with the statute book, and read to the whole body of the Indians collected, more than five hundred in number, the laws of Missi., as before stated, with a long list of the names of the leading men of the Indians, headed by Col. Cobb himself, stating the offences with which each was chargeable and punishable, in all cases to some extent, and in some with the severest penalties. The deliberations of the council then commenced on the part of the Indians and continued five days without the interference of any white citizens in it. The history of its proceedings have been fully stated by me to the department in my communication of the 22d ult., and the result of its deliberations was the contract entered into with Col. Cobb & Capt. Pickens, for the removal of themselves and their people, and submitted as a proposition to be confirmed or rejected by the proper authorities here. But which, if approved, at once secures the commencement of the emigration, thought even yet by many to be impracticable, and renders the removal of all the Choctaws now in Missi. as fast as their claims are disposed of by the gover'ment certain beyond doubt. And it is to my exertions, opposed by innumerable difficulties, seconded by this movement of the worthiest citizens of the country, wholly disinterested in the Indian claim, but having in view the good of the Indians themselves, the interest of the State of Missi., and the accomplishment of the policy of the gover'ment in the settlement of the claim and the removal of the Choctaws, that the gover'ment is now indebted for this first and only and decided move for emigration on the part of the Indians, and to no other cause.

The contract with Cobb & Pickens I regarded as carrying out the spirit of my instructions in accompanying the policy of the gover'ment, as to the measure of expense allowed for that purpose, with only an immaterial modification of the plan of removal.

My instructions first were, that the Indians should remove themselves, under my superintendance, to the Choctaw territory west, in Nos. not less than fifty, and were to receive $20 per head for this purpose, to be disbursed to them as the journey progressed.

My instructions now are, and they are well understood by the Indians, that they shall remove themselves, under my superintendence, to the Missi. River, at the least possible expense, not to exceed at the highest limit $8 p'r head, to be paid & disbursed to them for their expenses, and as inducement to remove. And that they are thence to be transported and subsisted by Genl. Alexander Anderson, in st. boats to Fort Coffee, in the Choctaw territory west, at $10 p'r head, making the whole cost of removal to that point $18 pr. head.

The contract is that they shall remove themselves under the superintendence of their headmen, Cobb & Pickens and myself, as agent of the gover'ment, at $20 pr. head, to their final destination & location, in the Choctaw territory west, $10 to be paid to Cobb and Pickens, as contractors for the delivery of their people on the bank of the Missi., and

$10 to General Anderson for their expenses to their homes in the West, conditioned that they are to proceed by land instead of water.

Under my instructions the measure of expense is $18 per head to Fort Coffee, and if the gover'ment pays the expense for their journey to their location, which would seem to be necessary, $2 more would be required, making the amount the same as in the contract. This contract does not conflict with Genl. Anderson's, but designs its modification, and is the only means of rendering it effectual. Without the removal, neither his contract nor the policy of the gover'ment can be effected; with it both will be rendered successful.

My instructions are that the Indians shall subsist themselves west, and I am directed to say to them, as I have done repeatedly & explicitly, that they shall receive $30 p'r head on their removal, which has been a great stimulus to effect it, payable quarterly, in specie for that purpose, the first year after their arrival. The contract is that their chief capt's, Cobb & Pickens, shall have the contract for their subsistence the first year at the same rate. The reason of this is, that the common Indians, not being able to take care of the money, would soon squander it, and leave themselves destitute. Their captains, under whose care they are, and who always control them, would take care of the means of their support and see that they were always provided for.

My instructions are that I am to disburse to them the money for their subsistence and removal to the Missi. River, and that half of the scrip which is delivered to them east.

The contract is that I shall act as agent for them throughout. The reason of this is, that I have been their agent; am acquainted with them; and they are satisfied. I have subsisted them as claimants before the commission, and they think, not for speculation and starvation, but humanely and kindly.

The contract bears upon its face the full meaning *meaning* of it.

First. That the Indians will remove to the west, if their business is settled immediately, before the inclemency of the season sets in, and the difficulties of travel on account of high water occurr.

Second. That they will remove the entire route by land under the superintendence of their captains and myself, as agent for the government.

Third. That their capts. shall have the contract for their subsistence & removal to the Missi. River, and for their first year's subsistence west, being satisfied that Genl. Anderson shall subsist and remove them from the river to the Choctaw territory west.

The proposition that the whole of their scrip is to be placed in my hands before they remove, is merely to secure the final settlement of their business by the gover'ment before they set out from the country which they have always thought their own, to their new homes in the west. And if the contract is approved, conditioned that the scrip is to be punctually delivered according to the provisions of the law, it matters not whether the half to be delivered west is in my hands until they reach the Choctaw territory. They well understand this from my own advisement, and the removal will still progress.

This contract was made as the only means of rendering successful the removal, and with the view expressly to inure to the benefit of the Indians. Cobb & Pickens are both half-breeds, men of equal intelligence with any uneducated men in the country, and having their lands already patented to them by the gover'ment. They live in some measure and dress like white men, and own slaves and stock and other per-

sonal property, sufficient for all the comforts and many of the luxuries of life. They obtain nothing under the law organising the commission, have no inducement to leave the country, and are opposed to emigrating to the west. They control their people, and could only be induced to emigrate by being paid for it. This contract was made by me to purchase their assent to removal, which secures the whole emigration, not only of their people, but of all the Choctaws in Missi. They are regarded as the head and leaders, and when they leave it will be difficult even to retain the others. Without their removal the emigration must fail.

I make these statements and this communication, which my official duty will not permit me to withhold, but which I feel enjoined upon me by the highest sense of duty and of obligation, for the purpose of presenting this whole subject before the department in its proper light. I affirm them to be true on my veracity as a private citizen, which has never been questioned, and officially under the solemnity of my oath, whatever representations unknown to me may be made in denial.

Oct'r 26th, 1843.

Very respectfully, yr. obt. svt.,

JOHN J. McRAE.

Honl. J. M. PORTER,
Secretary of War.

JACKSON, MISSI., *Feby. 23d*, 1844.

SIR: I have the honor to acknowledge the rect. by yesterday's mail of your letter of the 1st of December last, directed to me at Paulding, Jasper Co., Missi., and forwarded to me at this place. I am referred by it to my instructions of the 12th of June last, as to the delivery of the scrip forwarded to and received by me at the same time, under the decisions of the Secretary of War and President of the United States, on the report of Messrs. Murray and Vroom, former Choctaw commissioners, to such claimants as were entitled to receive it by those decisions, and the law of the 23d of August, 1842. I have always considered my instructions of the 12th of June last accompanying the scrip as imperative upon me, not to deliver it in any case unless the Indians would emigrate to the west, and have been governed accordingly. I am refered also by your letter to the following order from the Secretary of War: "Let the agent be ordered to issue no scrip until specially ordered so to do from the department. War Dept., Novr. 30th, 1843. S. M. Porter," under which I am instructed and directed on no account to deliver or issue a single piece of the scrip sent to me, as above, to any person whatever, but to retain possession thereof until specially directed by the Department of War. I shall consider this instruction imperative, and will adhere to it strictly.

I regret that your letter has been so long delayed in reaching me, by being directed to Paulding and forwarded to this place, and by the irregularity of the mails on account of the extensive rains and high waters, as it may be supposed that I have neglected to be punctual in answering it. But it was only received by the last mail, and I answer it by the first in return.

Very respectfully, yr. obt. svt.,

JOHN J. McRAE.

Honl. T. HARTLEY CRAWFORD,
Comssr. Indn. Affrs., War Department.

YAZOO VILLAGE, MISSI.,
Decr. 16, 1844.

SIR: I have the honor to enclose you a copy of a correspondence of this date between myself and the commissioners, on the subject of the claims of 137 heads of families, refered to them by you for their decision, as objected to on account of fraud, or liable to the provisions of the 9th section of the law of August, 1842. By which you will perceive that they have notified me that only ten of these heads of families are subject to the above restriction, whose names you will find embraced in their letter to me. And that with the exception of these ten, they are not apprised of any reason to prevent me from delivering the scrip in accordance with my instructions.

You will please do me the favor to submit this correspondence to the Secretary of War.

I have the honor to be, most respectfully, yr. obt. svt.,
JOHN J. McRAE.

Hon. T. HARTLEY CRAWFORD,
Comssr. Indn. Affrs., War Department.

P. S.—Please direct all communications to me at Hopahka, Leake County, Missi.

Respectfully referred to the Secretary of War, 30 Decr., '44.
T. HARTLEY CRAWFORD.

Returned to me by Secy., without any action, 6 Mar., '45.
T. H. C.

BOARD OF CHOCTAW COMMISSIONERS,
YAZOO OLD TOWN, NASHOBA CO., MISS.,
December 16, 1844.

SIR: In answer to your letter of this date we say that no testimony has been introduced before the board to induce the belief that any of the claims of heads of families contained in the list you have shown us, marked C (and which list corresponds in the number and names of the claimants, with a list transmitted to this board by the Commissioner of Indian Affairs under date 26th Nov'r last marked A), are subject to objection "on account of fraud or liable to the provisions of the 9th section of the law of August, 1842," except the following-named claimants, that is to say:

Pom-filah, No. 5.
Lo-mah-ka, No. 25.
Im mish ti yah, No. 185.
O-na-chubbee, No. 29.
I-a-tubbee, No. 12.
Phil-le-mah, No. 114.
Shah lah tah, No. 180.
To nah, No. 125.
To cha, No. 130.
Yok a tim-ah, No. 113.
Total, 10 names.

With the exception of these ten (10) cases we are not apprised of anything to prevent your delivering the scrip according to your instructions.

The number which follows each name is affixed to designate the number of the case on the list marked C, which you have shewn us.

Very respectfully, your ob't s'vts,

WM. TYLER.
GEO. S. GAINES.
S. RUSH.

JOHN J. MCRAE, Esq.,
Enrolling & Disbursing Ag't, Yazoo Old Town, Miss.

YAZOO VILLAGE, MISSI.,
December 16*th*, 1844.

GENTLEMEN: I have received from the Office of Indian Affairs one hundred and thirty-seven (137) pieces of scrip for heads of families of claims reported on by Messers Claiborne & Graves, with instructions that I am not to deliver to the claimants untill the commissioners shall have notified me that these claims of heads of families are not objected to on account of fraud, or liable to the provisions of the 9th section of the law of August, 1842. These heads of families you will find on list C, accompanying this, for your inspection, which contains also the names of children over and under ten years of age, with a descriptive list of the scrip sent to me for them, but which is not liable to the restriction above stated, to which the scrip for the heads of families is subjected. A contract has been made for the removal of the Indians from their homes here to their homes in the west, and I am instructed to deliver the scrip in all cases not objected to on account of fraud, or liable to the provisions of the 9th section of the law of August, 1842, only when I am satisfied of their intention to emigrate, and when they have actually commenced their journey.

The head men of the Indians west of Pearl River have fixed upon this day for the opening of an encampment for the commencement of the removal. These heads of families, above alluded to, or their legal representatives, with those connected with them in family, are of the number who are to form a part of the emigration. It is of much importance, as the Indians leave their homes and assemble at the encampment, that they should have the certain assurances of the disbursing officer as to the compensation they are going to receive from the government on quitting all claim to their possessions here. In fact much of the success of the emigration depends on it; and I have deemed it my duty to address to you the communication soliciting the earliest information as to the decision of the commissioners on the claims of the heads of families above referred to.

In concluding this letter, I beg leave most respectfully to submit to your consideration the closing paragraph of my instructions from the Commissioner of Indian Affairs by which I am induced to make this communication, indicating the anxious desire of the head of the War Department to render successfull the emigration, viz:

"The Secretary of War directs me to say he is very anxious that you and the commissioners should do all that is legally in your power to remove the Choctaws from the State of Mississippi."

I have the honor to be, with high regard, yr. most ob. s'v't,

JOHN J. MCRAE.

To Messers TYLER, GAINES, & RUSH,
Choctaw Commissioners, Yazoo Village, Neshoba County, Missi.

BOARD OF CHOCTAW COMMISSIONERS,
YAZOO OLD TOWN, NASHOBA CO., MISS.,
December 18*th*, 1844.

SIR: Your communication of the 3rd inst. enclosing to this board "a list of the names of six heads of families, whose claims to lands under the 14th article of the treaty of 1830 were examined, allowed, and located by Messrs. Claiborne & Graves," was received yesterday evening.

The only persons who, it is supposed, could give any evidence in relation to the claims on the list, reside about fifty miles from this place; and our colleague, Wm. Tyler, esqr., having set out for the seat of government on the day before yesterday, in charge of the records and papers of the commission, it will be perceived by you that it was impracticable for the board to take any action upon the claims in question, as this is the last day of its legal existance. The list is, therefore, returned to your office, of which fact we will give notice to John J. McRae, esqr.

Very respectfully, your ob'd't serv'ts,

GEO. S. GAINS.
S. RUSH.

To T. HARTLY CRAWFORD,
Com'r Ind. Affairs, Washington City.

BOARD OF CHOCTAW COMMISSIONERS,
YAZOO OLD TOWN, NASHOBA CO., MISS.,
December 18*th*, 1844.

J. J. MCRAE, Esqr.:

SIR: On yesterday we received by letter from the Commissioner of Indian Affairs a list of six heads of families whose claims to lands under the 14th article of the treaty of 1830 we were directed further to investigate and inform you of our decision thereon. The names on this list are as follows, viz:

No. 253. Jeremiah Carney, 3 children over & 3 children under 10 years of age.
" 82. Piere Durant, 4 children over & 2 children under 10 years.
" 94. Fisher Durant, no children named.
" 137. Lu-ock-homah (dead), no children named.
" 134. No-que-ah (dead), one child under 10 years.
" 170. O-gle-o (dead), one child over 10 years.

As the legal existance of our commission terminates this day the list of names above mentioned has been returned to the War Department without any action thereon by the board.

Very respectfully, your ob'd't serv'ts,

GEO. S. GAINES.
S. RUSH.

VICKSBURG, MISS., *Feb.* 27*th*, 1845.

SIR: I have the honor to advise you that I have to-day completed the delivery of all the certificates, or scrip, to all the Choctaws entitled to receive it, in the party now emigrating from Mississippi to their homes in the west. The annexed table will present you with a concise statement of the payments as they have been made by me; the days, respectively, on which they were made; the amount disbursed each day; the number of pieces delivered on account of heads of families, as well as the number on account of children over and under ten, with the aggregate amount of the whole of the scrip, and total number of pieces deliv-

ered. The amount of scrip paid to the present party has been somewhat increased in proportion to the number actually entitled to receive it as claimants and the legal representatives of claimants, by the rule adopted by me: "*In all cases where the actual claimants are dead and the legal representatives standing in the same relation* to the deceased party, are some removing, and others remaining behind, to deliver the scrip to those who remove." I had no instructions on this point, and was compelled to adopt some rule by which to be governed when the first case presented itself. The policy of the government, as indicated in the law of 1842, and under my instructions from your office, in withholding the payment of the scrip unless the Indians would remove, as well as justice to those who were removing, seemed to lean in favour of the course pursued by me; and I adopted the rule, as stated, which I hope will be approved by the department. In reference to the delivery of the whole of the scrip I pursued my instructions strictly, *to deliver it to the Indians in person entitled to receive it, and when the actual claimant was dead to the direct legal representative, having always regard to the most discreet relative*, at the same time explaining the amount of the scrip, that it was for one-half of the claim, and that the other half would be paid to the party receiving it in the Choctaw Nation west. The Indians do not understand and cannot appreciate the value of the scrip. Some dissatisfaction prevailed among them that they could not receive money for it here. They are naturally thrown upon their agents to control it for them, and their claims being just against the government they should be paid in money, of which they know the value and which they could use themselves. I have felt it my duty to make this suggestion, which has long since been my expressed opinion, *though the law of* 1842 *provides differently for their payment.*

The whole number of Choctaws in the present emigrating party, including their slaves, say about twenty-five, who have been removed from their homes in this State and crossed to the west bank of the Mississippi from this place, on their journey to the west, is eleven hundred and eighty-two persons, all of the Coble clan, Pearl River, and Big Black Indians, and comprising one-half or more of the whole of that clan, constituting the northern division of the Choctaws, as they are now located in the district, and as I have fully advised the department in my former communications, especially of the 6th Sep., 1843, and 3rd Aug., 1844. The main body of these reached this bank of the river on the 14th inst., and were crossed to the other side on the 15th and 16th insts., about one hundred having crossed since that time, consisting of small parties who were behind, and the last of whom went over to-day. The first delivery of the scrip was made by me the second day after the first party left the rendezvous at Hopahka on their journey to the west, and the ballance was delivered as the whole party subsequently progressed, as will appear by reference to the annexed statement, untill they crossed the river at this place. So that the emigration was not delayed a single day on account of the payment of the scrip; but every inducement offered by my continuing with the party, and paying them from day to day, for them to continue their journey till they had crossed the Mississippi. All to whom scrip was delivered crossed the river, with assurances that they would proceed on their journey, which I doubt not they will. Many were dissatisfied whose claims have not been allowed, but having disposed of all their effects on leaving their homes here, I think they will continue to the west. My connexion ceasing with them at this point, I can do nothing futher to advance their progress; at the same time relieved from all responsibility as to this

party, I hope, under the auspices provided for them by the government, the termination of their journey may be speedy and successfull. Accompanying this letter you will receive a list of names where the parties entitled to scrip have gone west some years ago; also of two other cases requiring explanation. I send you also a form of receit which I adopted, taken by me in every case from the party to whom the scrip was delivered; the blanks are made so as to be filled for any party receiving the scrip, and I have always had two witnesses to the delivery of it. I shall return from this place to the central part of of the nation, and will make out a descriptive list of the scrip delivered by me, and transmit it with my receipts for the same to your office; also the scrip in my hands on account of children, 58 pieces for those over ten, and forty-nine pieces for those under ten, which cannot be delivered, and in lieu of which I have received other scrip, viz, 148 pieces for children over, and 112 pieces for those under ten; or should I, on my return to the interior, find that permission has been granted me by the Secretary of War to visit the seat of government, in accordance with my request contained in my letter to you of the 6th ult., accompanying my last quarterly returns, I will return to your office in person the above scrip, with my receits and descriptive list of scrip delivered by me, which I hope to have the happiness to do.

I have the honor to be, with high regard, yr. obt. servt.,

JOHN J. McRAE.

Honl. T. HARTLEY CRAWFORD,
Com'ss'r Indian Aff'rs, War Department.

VICKSBURG, *Feb'y 27th*, 1845.

SIR: The following is a list of claimants entitled to scrip now in my hands, who removed west some years ago. The Nos. designate the No. of the case on descriptive list C, sent to me from your office, viz:

Pis-sah-ho-mah,	child under 10	of To-mah-la-chah,	No.	65.
Tus-ki-ah-lick-ah,	child over 10	" Ah-no-la-ho-yo,	"	88.
Me-hah-to-nah,	" under 10	" "	"	"
John,	child over 10	" Bah-pis-sah,	"	103.

Ta-mah, head of family (mother of Ah-loco-tubbee, under 10), No. 146.

Having no instructions as to the disposition of the scrip in these and similar cases, should they occur, I hold it subject to the order of the department, and have thought proper to advise you of the fact, that it may be transmitted to the proper agent west.

In the case of Oon-nah-ho-ka, No. 105, Lucy, a child over 10, is dead. She was the mother of Tennessee, Jimmey, and Peter, who are represented as children under 10, of Oon-nah-ho-ka, their grandmother, with whom they all lived at the date of the treaty. These children are the legal representatives of Lucy; their step-father is a slave; belonged to a Choctaw; but is now owned by a white man, Col. Saml. Young, of Kemper Co., on the east border of this State. They came to the encampment, one mile and a half from the river, being under the control of their step-father and his master, who was with them. The master told me, when I was delivering the scrip to the others, and called for these, that he would return home with his slave, who would take back his step-children. I could not, therefore, deliver to them the scrip. They afterwards, unknown to me, crossed the river, and I am advised are going on to the west with the emigrating party. Their scrip is still in my hands, and I have thought proper to advise you of the facts.

In the case of Oon-nah-tone-tubbee, No. 16, the certificate for his only child, a boy under 10, was filled out in the name of his wife, E-ho-ah-to-

nah, the mother of the child. I knew the claimant and the case, and was satisfied that the scrip or certificate filled out in the name of the mother was for the child. I delivered the certificate to the mother for the child, with a full explanation to them, and advise you of the facts.

All of which is most respectfully submitted, and it is hoped will meet with the approbation of the department.

By, most respectfully, y'r ob't s'v't,

JOHN J. McRAE.

Honl. T. HARTLEY CRAWFORD,
Com'ss'r Ind'n Aff'rs, War Department.

VICKSBURG, MISSI., *Feb'y 27th*, 1845.

SIR: The annexed statement will show to you the amount of scrip delivered by me to Choctaw claimants removing to the west under the provisions of the law of 1842, to be 59,600 acres; the number of pieces, 340.

I received from the department 137 pieces for heads of families, 166 pieces for children over, and 152 pieces for those under ten; total, 455 pieces; cases reported by Claiborne & Graves. Also 74 pieces for heads of families, 148 (in lieu of 58) pieces for children over, and 112 (in lieu of 49) pieces for those under ten; total, 334 pieces, cases reported by Murry & Vroom. Total number of pieces received by me (exclusive of the 58 and 49 pieces to be returned to your office), 789; total number of pieces delivered by me to claimants, who have removed, 340. Leaving now in my hands for delivery to other claimants, when they shall remove, 449 pieces of scrip, less 10 pieces for heads of families, cases excepted by the late board of commissioners, and which will be withheld from delivery, subject to the action of the department.

The scrip in my hands, on account of children, which cannot be delivered, viz: 58 pieces for those over, and 49 pieces for those under ten, in lieu of which I have received other scrip, as above stated, I will return to your office in person, should I be permitted to visit the seat of government, in accordance with my request contained in my letter of the 6th ult. Otherwise I will transmit it with my receits and descriptive list of scrip delivered to claimants by me.

I have the honor to be, most respectfully, y'r ob't s'v't,

JOHN J. McRAE.

Honl. T. HARTLEY CRAWFORD,
Com'ss'r Ind'n Aff'rs, War Department.

	Heads of families.		Children over ten.		Under ten.		Total.	
	No. pieces.	No. acres.	No. pieces.	No. acres.	No. pieces.	No. acres.	No. pieces.	No. acres.
1845.								
Jan'y 9	5 x 320	1,600	13 x 160	2,080	14 x 80	1,120	32	4,800
Feb. 1	18 x 320	5,760	29 x 160	4,640	29 x 80	2,320	76	12,720
" 4	14 x 320	4,480	17 x 160	2,720	24 x 80	1,920	55	9,120
" 5	4 x 320	1,280	7 x 160	1,120	2 x 80	160	13	2,560
" 11	13 x 320	4,160	18 x 160	2,880	9 x 80	720	40	7,760
" 12	25 x 320	8,000	18 x 160	2,880	28 x 80	2,240	71	13,120
" 17	11 x 320	3,520	11 x 160	1,760	10 x 80	800	32	6,080
" 19	2 x 230	640	2 x 160	320	3 x 80	240	7	1,200
" 27	3 x 320	960	5 x 160	800	6 x 80	480	14	2,240
							340	59,600

HERBERT'S POST-OFFICE, NESHOBA COUNTY, MISSI.,
April 7th, 1845.

SIR: Your letter of the 24th Feb'y was received by me on the 1st inst., having been delayed, I suppose, by some irregularity of the mails, usual during the winter season. As I presume, from the fact that I cannot be absent from my agency without the loss of my salary, I shall not visit Washington, which I had hoped to have permission to do, and which I considered necessary in connexion with the business of my agency, I will, accompaning my quarterly returns for the quarter ending 31st ult., which I am now making out, transmit to your office, by mail, my receits for all the scrip disbursed by me, with a descriptive list of the same, together with the scrip in my hands on account of children, which I am instructed to return, with a descriptive list of this also; all of which I am now preparing, and which will be forwarded as soon as completed. I am advised by F. M. Kilpatrick and Wm. Herbert, esq'rs, that they will hold their first meeting to-day as commissioners to take depositions in the registered cases of Indian claimants untried before the board at Yazoo Village, of which they have been furnished with a list. I will attend their sessions, and, as I suppose the claimants coming before them will come within the meaning of the appropriation for subsistence of Choctaw claimants, &c., per act 3d March, 1843, will subsist such as are required to attend upon their sessions, confining the number strictly to the claimants and their witnesses, and such as are connected with their families.

Very respectfully, y'r ob't s'v't,

JOHN J. McRAE.

Honl. T. HARTLEY CRAWFORD,
Com'ss'r Ind'n Aff'rs, War Department.

HERBERT'S POST-OFFICE, NESHOBA CO., MISSI.,
May 9th, 1845.

SIR: I have the honor herewith to enclose you copies of my three several letters embraced in my communication to you of 27th Feb'y last from Vicksburg, on the subject of the delivery of scrip, &c., to Choctaw claimants, &c., on their removal to the west. This communication was prepared on the 27th Feb'y, but was not mailed until the 14th March, owing to the neglect of a friend, to whom I trusted to put it in the office on my leaving Vicksburg for a temporary absence.

These letters, in connexion with my communication to you of the 21st ult., accompanied by my receits for all the scrip delivered by me, and the return of the scrip on account of children, which could not be delivered, contain a concise and full history of all my proceedings connected with the delivery of scrip and removal of Choctaws, under my instructions from your office, which, I think, will be readily understood and, I hope, prove satisfactory to the Commissioner and the department.

I have received no notice of the letters, of which the copies are now sent, having reached your office, and as I considered the whole communication important, and one of the letters referring to certain cases in which the parties had gone west and the scrip to which they were entitled still in my hands, requiring additional instructions to me as to its proper disposition, I have supposed that this communication, by failure of the mail or otherwise, may not have been received by you. I have therefore thought proper to transmit you these copies.

In the case of Oon-nah-ho-ka, No. 105, particularly refered to in my letter, it is perhaps my duty to inform you that the parties therein named proceeded with the emigrating party to the west, performing the whole journey, and have since returned, having passed this place on the 1st inst., with a party of twelve others, Choctaws returning to their homes on the east border of this State and western part of Alabama. I know of no others at this time who have returned; but in passing through that portion of the district from which the emigration was made, which I will do in a short time, I can ascertain all who have come back and in future all who may.

Without reference to the action of the department heretofore, in the appointment of special agents to superintend the emigration who are unacquainted with the Indians, who have no knowledge of their situation here in the district, nor of their dispositions to remove, and who are strangers to the influences by which they are controled, I have felt it my duty most respectfully to suggest that both the policy and the interest of the government would seem to be promoted by the agent in charge having a full knowledge of all these things most essential to the success and economy of the entire removal, which is attended with many and serious difficulties. It cannot be expected, and certainly was never designed, that the government should pay the expenses of removing the Indians as often as they may continue to return from the west, which will be the case unless the agent is thoroughly acquainted throughout the district. I have always felt it my duty to advise the department freely of what I supposed would contribute to the success of the business under my charge, and of what was necessary to the public interest, and I hope this suggestion will be considered as made with the most respectful defference.

In concluding this letter, may I ask you, in the change of the head of the War Department under the new administration, to express to the honl. Secretary, to whom I am a stranger, the most respectful assurance of my high esteem.

I have the honor to be, with high regard, y'r ob't s'v't,

JOHN J. McRAE.

Honl. T. HARTLEY CRAWFORD,
Com'ss'r Ind'n Aff'rs.

[Letter-book 38, page 58.]

WAR DEPARTMENT, OFFICE INDIAN AFFAIRS,
April 15th, 1846.

WILLIAM ARMSTRONG, Esq.,
Superintendent, &c., Choctaw Agency:

SIR: I have duly considered your letter of the 10th ult., to the Commissioner of Indian Affairs, and carefully examined the law in relation to the delivery of the Choctaw scrip. I am convinced that the act of Congress authorizes the withholding of it, until the Indians reach their country west of Arkansas, if there should be good reasons for doing so. I am convinced by the views you present that this course would be best for the Indians entitled to receive scrip. You are therefore directed to defer the further delivery of it until they reach their new homes in the west.

The object in directing the delivery of one-half of the scrip when the Indians had started on their journey of emigration, or when you were

satisfied that they intended to emigrate, *was to facilitate their removal.* I infer from your letter that this course has not and is not likely to further the policy of the government in regard to their emigration. Should you become convinced that the above-directed change in relation to the delivery of the scrip will operate injuriously upon that policy and prevent their removal to any considerable extent, you may still act under the instructions heretofore given from this department.

I am, &c.,

W. L. MARCY,
Secy. of War.

[Letter-book 38, page 434.]

OFFICE INDIAN AFFAIRS,
October 8th, 1846.

Major WILLIAM ARMSTRONG,
Acting Supt., &c., now in Jackson, Mississippi:

SIR: I have forwarded to your address by mail to-day, eight packages, containing 714 pieces of scrip for claimants, under 14th article, Choctaw treaty of 1830, the names of whom are designated on the accompanying list, viz: 215 pieces for "heads of families," 246 pieces for children over ten years of age at date of treaty, and 253 pieces for children under that age.

Package No. 1 contains 146 pieces, viz: 41 for heads of families; 63, children over ten, and 42 for children under ten, for claims examined and allowed by Messrs. Claiborne and Graves, commissioners, under law of 23 August, 1842. These claims registered on the list at page 104, were examined by my immediate predecessor, who marked them for rejection because the evidence showed that the claimants did not complete the five years' residence required by the treaty, and that the cause of their leaving their improvements, being dispossessed by white men, was not the act of the government. They have now been admitted under an opinion of the Attorney-General, of 23d July, 1846, which opinion is to the effect that where the government sold the lands prior to the expiration of five years from the ratification of the treaty, and after, or about the time the Indian was ejected, that it became a party to the dispossession, thereby entitling the claimants to recover. In cases where the claimants were ousted by white men within the five years, and the land was not sold by the government until after that period, the claims have been rejected. The claims in this package now admitted, were reported with others by Claiborne and Graves, in July, 1843, who, on the 23rd of August following, suggested that the issue of scrip be deferred until an examination, then contemplated by them, should be had with reference to the question whether the claimants had, or had not sold, or made an agreement to sell their claims in whole or in part, before the limitation of the period of five years from the date of the ratification of the treaty, it being, under the 9th section of the law of 1842, the duty of the commissioners not to allow any claim, if they shall be satisfied "by such proof as they may prescribe, that said claim has been, prior to the expiration of five years from the ratification of said treaty, assigned either in whole or in part, and in case of a partial assignment, or agreement for an assignment thereof, the same shall be allowed so far only as the original Indian claimant was at that date the *bona fide* proprietor thereof." Claiborne and Graves went out of office without settling the matter, and when the department sent to Mr. McRae the scrip for the claim-

ants, whose claims had been admitted on their report, the same question was agitated and he was instructed not to deliver it until he was notified by Messrs. Tyler, Gaines and Rush, to whom the subject was referred, that the claims did not conflict with the provisions of the law. The operation of that section of the law is confined to the heads of families, and as there are now no commissioners in existence it is thought that the spirit and intention of it can be carried out by enjoining the duty on you to satisfy yourself of the fact, whether any of the heads of families embraced in the class represented by this package (1) have brought themselves within its [purview] provisions, before you proceed to deliver the scrip. Should you find any case where the whole is gone, you can retain the certificate in your hands for further instruction; if any case where any part has been assigned, you may return the scrip to this office, endorsing thereup[on] the facts in the case, when a new certificate will be issued, according to the circumstances connected with it.

Package No. 2 contains 152 pieces, viz: 51 for heads of families, 46 for children over ten, and 55 for children under ten. The names of claimants are registered on the list, pages 4–8. These claims were examined and allowed by Messrs. Tyler, Gaines, and Rush; were marked for rejection, and have since been admitted under the same opinion as those in package 1.

Package No. 3 contains 72 certificates, viz: 22 for heads of families, 24 for children over ten, and 26 for children under ten. The names of claimants are entered on the list at pages 8, 9, and 10. The claims were allowed by Messrs. Murray and Vroom; rejected by the department in March, 1843, and now admitted by the President of the United States, under the opinion of the Attorney-General referred to in my remarks on package 1.

Package No. 4 contains 161 pieces of scrip, viz: 51 for heads of families, 48 for children over ten years, and 62 for children under ten years. The names of claimants are registered on the list at pages 10, 11, 12, 13, and 14. These claims are a portion of the Suquanatcha and other clans of Choctaw Indians, which were left unadjudicated by the Choctaw commissioners and which have been decided by the Secretary of War, under a joint resolution of Congress, approved 3rd August, 1846.

Package No. 5 contains 53 certificates, viz: 14 for heads of families, 25 for children over ten, and 14 under ten; names registered on list, pages 11 and 15. These claims were heretofore allowed by the department, and for land, on the report of Murray and Vroom; but two or more claims had been placed on the same resident section under a decision which has since been modified, and as patents had not been issued scrip was substituted in lieu of land in these cases.

Package No. 6 contains 60 pieces, viz: 18 for heads of families, 21 for children over, and 21 for children under, ten. The names of parties are registered on the list, on pages 16 and 17. These claims were acted on by Messrs. Murray and Vroom; referred by the department to Claiborne and Graves; reported on by them and decided by Mr. Crawford, when Commissioner of Indian Affairs, but not then perfected by the issue of scrip.

Package No. 7 contains 54 pieces, to wit: 14 for heads of families, 12 for children over ten, and 28 for children under ten years of age. The names of claimants are designated on the list at pages 17, 18, and 19. These claims were allowed by Messrs. Murray and Vroom, and referred by this department to Claiborne and Graves for additional information. They reported on some of them and others they did not, but claims

have been allowed on the testimony found on the files of this office and the precedents established in similar cases.

Package No. 8 contains 16 pieces, viz: 2 for heads of families, 3 for children over ten years, and three for children under ten years, for claims which were allowed by Murray and Vroom and rejected by the department in March, 1843, because the claimants had been located under the 19th article and now admitted under the 14th, in accordance with the opinion of the Attorney-General of 18th November, 1845, and two pieces for heads of families, four for children over ten, and two for children under ten years of age, for claims allowed by Claiborne and Graves, admitted by the Indian Office in 1844, but not then consummated by issue of scrip. The names of these claimants will be found on the list at page 19.

With the exception of the case of Pierre Durant and two or three others who were allotted land by Claiborne and Graves, which will be settled in a day or two and the result communicated to you, this department has definitely disposed of all the Choctaw claims examined by the respective boards of commissioners. A list of the rejected claims will be forwarded to you as soon as it can be prepared. The Secretary of War unites with me in the expression of the hope that one of the causes which has heretofore been alleged as preventing the removal of the Choctaw Indians has been removed, that no further delay *delay* will be allowed to postpone their immediate emigration, and that the contractor and the agents for the claimants will unite in such measures as shall tend to place the Indians in their country west of the Arkansas the ensuing season; and with reference to the matter I have to remark that you will consider the instructions of the Secretary of War of 15th April last as binding upon the scrip now sent for delivery, with the further suggestion that you shall be satisfied of the identity of the party before the scrip passes out of your hands.

I am, &c.,

W. MEDILL,
Commissioner.

[Letter-book 38, page 377.]

OFFICE INDIAN AFFAIRS,
September 8, 1846.

Major WILLIAM ARMSTRONG,
Acting Sup't Ind. Aff'rs, Choctaw Agency, Western Territory:

SIR: This office has had under mature consideration your letter of July 10th and November 3rd, 1845, the first enclosing a communication from Thomas Le Flore, accompanied by a roll of Choctaws who emigrated themselves, and presenting their claims for an allowance of commutation for removal and subsistence, and to be furnished with rifles, &c., under the 20th article of the treaty of Dancing Rabbit Creek, of Sept., 1831.

The general good conduct of the Choctaws, and the highly commendable manner in which they have kept their engagements with the government, always dispose this dept. to act towards them with the greatest liberality in its power in anything affecting their interests or wishes; and it is therefore a matter of regret when it finds it has not the power or authority to gratify the desires of any portion of their people.

The third article of the treaty above referred to provided that all the Choctaws who did not intend to remain and become citizens of Missis-

sippi should emigrate west during the fall of 1833. Those only who emigrated in accordance with this stipulation are entitled to all the benefits provided in the treaty in relation to removal and subsistence, and rifles, ammunition, &c., and as the government was prepared to remove all who were disposed to go, those who did not emigrate within the prescribed time voluntarily, forfeited all claim to any of the benefits in question. It is true that, desirous of relieving the State of Miss. of her Indian population, and of placing the Choctaws remaining in that State beyond the reach of the pernicious influences there surrounding them and with their brethren in the west, where they could be more prosperous and happy, Congress has on several occasions made appropriation for the removal of such as are willing to be emigrated by the government. But these appropriations were based upon estimates of the number who would probably consent to be so removed, and were made for the specific purpose of their removal and subsistence alone. They contained no provision for the payment of commutation to those who removed and subsisted themselves or for furnishing rifles, &c., and being prospective are not available to any object or claim which arose prior to their being made. Under these circumstances, you will readily perceive that the department has neither the authority to recognize the claims referred to, nor, if it had such authority, the means of liquidating them.

I am, &c.,

W. MEDILL,
Commissioner.

[Letter-book 39, page 489.]

OFFICE INDIAN AFFAIRS,
July 30, 1847.

S. M. RUTHERFORD, Esq.,
Choctaw Agency, W. T.:

SIR: Scrip or certificates authorizing the entry of land to a large amount were transmitted at different times during the last two or three years by this office to Major Armstrong, the late superintendent, to be paid over by him in person to the Choctaws entitled thereto, in accordance with certain rules and conditions prescribed by the General Land Office, and sent to him for his government. A very considerable portion of this scrip, it is believed, is still on hand at the agency, which you will take into your immediate possession, and carefully keep without paying over, or under any circumstances parting with a single piece thereof, until you shall be informed of the views of the department and receive instructions on the subject. These certificates were made assignable only in the presence of the superintendent, who was required to witness the same and certify to the good faith, validity, and fairness of the transaction. Without this the assignment is void, and they cannot be received at the land offices from any other person than the identical Indians to whom they were severally delivered and paid over.

Representations have been made to this department that a part of this scrip was paid over to the Choctaws who recently emigrated to the west from the State of Mississippi, and that it passed into the hands of white persons during the confinement and last illness of Major Armstrong for a very inadequate consideration, say 25 or 31¼ cents per acre, without his certificate and attesting signature, and under circumstances which called for the interposition and protection of the government.

It is the duty of this department to see that full justice is done to the Indians, and that, before any assignment or transfer is made available, that it was executed voluntarily under a full knowledge of all the rights thereby affected, and for a fair and reasonable consideration.

You will therefore inquire into the truth of these representations, and report at your very earliest convenience the result of your examination and inquiries to this office. You will also ascertain and report the quantity of scrip now on hand at the agency; the quantity paid out, when, and to what parties of Indians; what portions of that delivered and paid over has been assigned, and for what consideration, especially setting forth all the circumstances attending the delivery and assignment of such (if any) as was paid over after the first commencement of the indisposition and final sickness of Major Armstrong, in order that the same may be compared with the data now on file.

I am, &c.,

W. MEDILL,
Commissioner.

Having examined and duly considered the questions presented to me, through the Secretary of War, connected with the removal of the Choctaw Indians yet remaining east of the Mississippi, I am of opinion:

First. That the whole business of removal should now, after the great delay and uncertainty connected with the contract system which has been experienced, be taken in hand directly by the government, and carried out, so far as it well can be, by agents of its own selection and appointment. With this view it will be placed under the direction of the acting superintendent of the Western Territory and agent for the tribe, who will be aided by such assistants as may be necessary during the progress of the operations, and as may be sanctioned by the Secretary of War; and, to expedite the business, an experienced and competent person will now be appointed to take the immediate superintendence of it in such manner and under such regulations as may be prescribed by the said Secretary. This person will be required to give bond in a reasonable amount, to be determined by the Secretary of War, with satisfactory sureties, for the faithful performance of his duties, and for such sums of money being duly and properly accounted for as the government or acting superintendent may find it necessary to place in his hands; his compensation, and that of the other assistants, will be fixed by the Secretary of War.

Second. With respect to the certificates or scrip payable to the Indians, I am clearly of opinion that, as heretofore decided by the Secretary of War, there is full and ample discretion under the law as to the time and place of payment; and the government having, at a heavy expense, assumed the obligation of relieving the States of these Indians, it has a clear and unquestionable right to pursue such a course of policy in regard to the payment of the scrip, not inconsistent with the law upon the subject, as in its judgment may tend to facilitate the emigration of the Indians, and to lessen the expense connected therewith. And being satisfied, after full and mature consideration, that the withholding of the scrip until after their arrival in their new country will have that tendency and effect, whilst the interests of the Indians will be thereby promoted, I direct that it be withheld accordingly. It will be delivered by the agent of the tribe as soon after their arrival as practicable and the best interests of the Indians may seem to require, under such regulations or instructions as the Secretary of War may think it

right and proper to adopt. As heretofore, its assignment or transfer by the Indians to other persons must be witnessed by the agent in person, and be formally attested by him in writing, according to the regulations now in force; but he will in no instance certify such assignment or transfer without evidence full and satisfactory to him that it was for a fair and adequate consideration, in order to secure justice being done to the Indians.

JAMES K. POLK.

WASHINGTON, *September* 25, 1847.

[L. B. 40, pp. 111–115.]

OFFICE INDIAN AFFAIRS,
October 9, 1847.

SAMUEL M. RUTHERFORD, Esq.,
Choctaw Agency, W. T.:

SIR: The general government having assumed the obligation of relieving the States of the Choctaw Indians yet remaining east of the Mississippi River, so far as they can be induced to remove, and thereby rendered itself liable to a heavy expense, the subject of the best mode of consummating that obligation has been one of no little difficulty or anxiety. The system of removal by contract has been tried under what were considered favorable circumstances and, in effect, failed, for during the long period of over two years and a half, under this system, only about half of the estimated number of Indians remaining east (7,000) were removed. The contract expired some time since, and it became a question of much moment whether the same system should be continued, or whether some other mode could not be adopted, by which more rapid progress could be made, with the same or less expense. In anticipation of this difficulty, your predecessor, who was distinguished for his sound practical judgment, and whose experience in the business was very great, was written to on the 3d of June last, and requested to communicate his views on the subject, to aid the department in coming to a correct determination. His sudden and lamented death prevented our having the benefit of his advice. The late contract having expired, and all operations having ceased, it was necessary to come to some determination upon the subject, and after much anxious reflection it has been concluded that the best course to be pursued, and probably, under the circumstances, almost the only justifiable one, is for the government to take the business directly into its own hands, and endeavor to remove the Indians through the instrumentality and exertions of agents of its own selection and appointment. The President has therefore ordered that the whole business be committed to the management of yourself, aided by such assistants as may be requisite for its prompt and economical accomplishment. A copy of his decision is inclosed.

Thomas C. Stewart, esq., has been appointed assistant superintendent, to have the immediate and active management of the operations east of the Mississippi River, under your directions and the instructions of this office. He has been required to give bond in the sum of $5,000, and satisfactory sureties, for the faithful performance of his duties, and that such sums of money as you may find it necessary to place in his hands are properly accounted for, though it is desirable that all the expenditures shall, as far as practicable, be made by yourself. This appointment was made because the accumulation of the

business of your superintendency and agency, in consequence of the sickness and death of Maj. Armstrong, and your important current duties in both situations, particularly at this season, would prevent, at least for a time, your giving to the business the immediate and active exertions on the spot which are requisite. When you shall have been able so to arrange your other duties as to admit of your giving to this your active exertions both east and west of the Mississippi, the services and expense of the principal assistant may, it is believed, be dispensed with. Such other assistants and persons as it may be necessary to employ may be selected by yourself, and you are authorized to determine the rates of their compensation, according to the nature of the duties and the value of their services, not to exceed, if possible, the rates fixed in the regulations of the department for the various kinds of service required in the emigration of Indians.

The number of Choctaws remaining east in 1844 was estimated, in round numbers, at 7,000, of which, according to the returns received at this office, 3,824 have since been removed. They were principally those who intended becoming citizens of the States, that privilege being granted them by the treaty of 1830, on their notifying the agent of the government of their desire to that effect, within six months after the ratification of the treaty, which also authorized that after a five years' continuous residence, with the intention of becoming citizens, lands should be granted them in fee simple—640 acres for each head of a family, and for the children forming a part thereof 320 acres for each over ten and unmarried, and 160 for each under ten years of age.

It having been represented that many entitled to these benefits had, from various causes beyond their control, been prevented from fulfilling the prescribed requirements, Congress authorized the appointment of commissioners to investigate their cases, whose report, when approved by the Secretary of War, was to be final, where, in the cases favorably acted on, land could be given, in accordance with the provisions of the treaty, it was to be done; but if the land had been disposed of, or was so encumbered that it could not be given, the claimants were to receive, in lieu, certificates authorizing the location of the same quantity elsewhere. These certificates are known by the name of scrip, one-half of which was not, under any circumstances, to be delivered to the claimants until after their arrival west. A subsequent law funded this half, and allowed the claimants an annual interest thereon of five per cent. if they removed west. The time and place of the delivery of the other half was left discretionary, and the decision heretofore was that it should not be paid until after the arrival of the parties west, unless in the opinion of the acting superintendent for the western territory and agent of the tribe, in whose custody it was placed, a different course was requisite to facilitate emigration. In that case he was authorized to deliver it east, when the Indians were so far on their route, or were assembled under such circumstances as to satisfy him of their intention to emigrate. Being satisfied, however, that the withholding of it all until the arrival of the parties at their new homes will tend to expedite emigration, and thus to lessen expenses attending it, as well as be for the interest and welfare of the Indians, the President has directed that it be withheld accordingly.

The Indians who were allowed lands, it is understood, have generally transferred them to individuals, who, after obtaining the patents, are to dispose of them, retaining one-half of the proceeds and paying the Indians the other half. It is problematical whether in any such cases the Indians will ever receive anything. But those who were allowed scrip

have no such speculations to detain them east. They can get nothing until after the arrival west, and the sooner they go there the better it will be for them, not only on that account, but because it is not till then that the interest on the funded half of the scrip commences, which, in the event of removal, will be paid regularly once a year, and be of considerable assistance to them.

If those who were allowed lands realize anything from their bargains, it will probably be taken from them for debts which they have already contracted, or if that be not done they will soon expend the little they receive, and then be left destitute of all means and resources, in the midst of a white population with which, in labor or enterprise, they cannot compete, and where they must suffer the greatest want, and become a set of wandering vagabonds, leading a life of privation and degradation, terminating in a miserable death. Such, also, will be the lot of those entitled to scrip if they do not go west; nor would the payment of the scrip East avert it, for they would soon squander what it would realize, and thus be left destitute. How much better then for all to remove west where there are plenty of excellent lands for all, where, with a little prudence, energy and enterprise, they could soon comfortably establish themselves and provide for their families, where they would have the advantage of excellent schools, now in operation and about to be established, for the education of their children, and where they would be among brethren and friends who would rejoice in their prosperity, and in misfortune sympathize with and lend them a helping hand. Removing they would have every prospect of soon bettering their condition; remaining where they are, their every step must in the nature of things and according to all past experience be rapidly downward, even to the lowest depths of misery and suffering. On their own account, on that of their families, and especially for the interests and welfare of their children, they cannot too soon remove. These considerations, and others of a like nature which may occur to you, will be urged, with all the skill and effect in the power of yourself and assistants, to induce them to consent to emigrate. Those to whom scrip is coming will be told that it is now in your hands ready for them, that you will pay it to them on their arrival west, and all may be assured that there they will receive the kindest treatment both by the agents of the government and their brethren, and that everything in the power of the department will be done to render them comfortable, happy, and prosperous. Should you find it necessary to convince the Indians of the fact of the scrip being ready, and to influence them to emigrate, you may show or cause it to be shown to them, at the same time informing them of the amount it will probably realize them. And should you become satisfied that the measure would have a happy tendency, you are authorized to select and take or send to the east a few of the most judicious, influential persons who have been removed and established in their new country, and who can be relied on for the purpose, in order that they may co-operate with you by representing to their brethren the brighter prospects which await them west, and the great advantages of removal.

The expenses of the emigration must not be increased by keeping parties too long in camp prior to starting, nor by sending off detachments too small in number. The expense of emigrating a small party would be nearly as great as that of removing one considerable larger, the smaller requiring the same number of agents and nearly the same means of transportation. It must, therefore, as far as practicable, be so arranged that the Indians will not go into camp until a sufficient number can be induced to do so, to form a party of a respectable size,

and they should be removed as soon after assembling as possible, the means of transportation and subsistance being provided, or arrangements made therefor beforehand. The routes by which the different parties should be taken, must, in some degree, depend upon the section of the Choctaw country west in which they are to be located, which, as far as can be done, must be determined beforehand. If it be necessary to induce them to remove, their wishes as to the route and the mode of transportation—whether by land or water—will be consulted; but the latter will, as far as possible, be adopted, as being the most economical. It may, as heretofore, be found that many of them have ponies which they will be unwilling to leave behind. Where they cannot well dispose of them before starting, and positively refuse to go without them, they will be permitted to take them, but to whatever extent this is done the means of land transportation should be diminished accordingly, as they can ride and carry many things upon them which otherwise would have to be transported for them. Every aid in the power of yourself and assistants should be afforded them in disposing of such of their effects, to as much advantage as may be, as cannot well be taken with them; and every effort should be made to induce them to preserve what means they may have, and what they may, in this way, realize, in order that they may be able, as far as possible, to provide for their necessities and wants on their arrival in their new country. If any be sick, or it be necessary to assuage their fears, and to induce them to remove, medical aid may be employed on the route, but this must be done for the most limited period practicable, and on the most reasonable terms. All the operations must be in accordance with the prescribed regulations on the subject of immigration, and the strictest economy be observed.

It is represented that there are persons in Mississippi who were in some way connected with the operations under the late contract, and who, in the expectation of that instrument being again extended or renewed, have collected and have in charge parties of Indians for emigration. If this be the case you are authorized to take such parties off their hands, and to make them such compensation for their services and expenses in collecting and keeping the Indians together, as may be reasonable and just, not to exceed, however, the rate or amount of expense to which the government would have been put for the same parties, judging from the expenditure for the parties collected and prepared for emigration by its own agents. Or, if any of the persons alluded to be desirous of delivering such Indians to you west of the Mississippi River, you may permit them to do so, taking care that each party be accompanied by an agent of the government, to see that they are properly subsisted and otherwise cared for, provided that the amount of compensation to be paid for collecting, subsisting, and removing them, shall, in no instance, exceed the cost of those which may be removed by the government, or the sum per capita stipulated in the late contract with Alexander Anderson & Co. Parties removed in this way should be regularly mustered, and copies of the muster rolls, &c., sent to this office, as in the case of the Indians emigrated by the agents of the government.

It is important that the Indians be generally informed, as soon as practicable, of the change in the mode of operation, and of the wishes and intentions of the government with respect to them; and in order that no time may be lost a copy of these instructions will be sent to Mr. Stuart, the assistant superintendent, and he will be instructed to proceed immediately to counsel with them on the subject. He will be directed also to keep you advised of his movements, in order that you

may be able to communicate with him, and give him such instructions as you may consider necessary.

With reference to the payment of the scrip full instructions will be given to you at an early day.

W. MEDILL,
Commissioner.

P. S.—A copy of the instructions to Mr. Stuart is inclosed for your information.

W. M.

[B. 40, p. 309, 310.]

OFFICE INDIAN AFFAIRS,
February 12, 1848.

SAMUEL M. RUTHERFORD,
Choctaw Agency, Western Territory:

SIR: In my letter of the 9th Oct. last, I informed you that instructions would thereafter be given to you in relation to the payment of the scrip due to the emigrating Choctaws, the further delivery of which had been suspended by the letter to you of the 30th of July. I now proceed to give to you such general directions as appear to be necessary, in order that the delivery of the scrip may recommence, and that any Indians who may have emigrated and have not been paid their scrip, may receive it as soon as practicable.

You are aware that the instructions to your predecessor, Major Armstrong, as a general rule required the payment of the scrip west of the Mississippi, but gave him discretionary power to pay it to claimants east of that river, when, in his judgment, it would facilitate and certainly secure emigration. The exercise of this discretion gave rise to much trouble and perplexity, and finally the department and the President were appealed to and the demand made that the scrip should be paid east of the Mississippi, where, it was contended, the Indians were entitled to it as a matter of right. It was denied that the Executive had the power to withhold it at all until after the arrival of the Indians west of the Mississippi. The whole subject was fully examined, and the result was the order of the 25th of September last, a copy of which was transmitted to you with my letter of Oct. 9th, in which the President decided that under the law the department had full and ample discretion to direct the scrip to be paid east, or not until after the arrival of the Indians west of Mississippi, as might appear best adapted to promote their interests and facilitate their emigration; and being of opinion that these important objects would be best attained by the payment of the scrip west, he directed that course to be pursued. This direction of the President will therefore be strictly complied with, and in no case will any of the scrip be paid otherwise than to the Indian claimants after their arrival in their country west. In delivering it you will take care that the real claimants to whom it is actually due, either as principals or as representatives, are clearly identified. In your reports, from time to time, of scrip delivered, you will, as required by letter of the 6th of Sept. last, be particular in stating the date of delivery, and also that of the arrival of the parties in the country west, so that the department can, without difficulty, fix upon the period when the interest on the funded half of the scrip shall commence.

The duty of witnessing and certifying the transfer of the scrip by the Indian owners in favor of such persons as they may see proper to dis-

pose of it to, performed by your predecessor, under regulations issued by the General Land Office, is by the President's order continued to and imposed upon you. That order so fully and clearly points your duty in this particular that no further direction or instruction in relation to it seems requisite. I have only to say that you will, of course, in all cases strictly and literally conform to it. As a matter of precaution, I enclose another copy of the order, and I also transmit for your information a copy of the regulations of the General Land Office, showing more particularly the manner in which the transfers of scrip must be attended and certified in order to be receivable at the land office.

According to the regulations of the General Land Office, no scrip is receivable at the land offices, if transferred, unless such transfer is duly certified and attested by the signature either of your predecessor or yourself. To provide for any cases in which scrip paid out by your predecessor is claimed to have been disposed of, but which is without the required evidence and certificate of transfer, you are authorized to inquire into the facts, and on being fully satisfied that the sale or transfer was otherwise regular, and that a reasonable and adequate consideration has been received by the Indian therefor, to perfect and certify the transfer in the same manner as you are required to do where the scrip shall be paid out by yourself.

Very respectfully, &c.,

W. MEDILL,
Commissioner.

[Letter-book 40, page 217.]

OFFICE INDIAN AFFAIRS,
Dec. 21, 1847.

T. C. STUART, Esq.,
Philadelphia, Mississippi:

SIR: The Secretary of War has referred your letter of the 27th ultimo and its enclosure to this office, with which as intimated in my communication of the 9th instant, your correspondence in relation to your duties should be held. Your agreement with Mr. Halsey, of which you enclose a copy, and that with Johnson and Martin, which you say is to the same effect, cannot for several reasons be confirmed. They are but a renewal in another and more objectionable shape of the old system of contract. Indeed they are more favorable to the parties than that system, as there is no time fixed within which the Indians shall be removed. No security is required and partial advance payments are stipulated for, while the government is precluded by the terms of the agreement from taking any measures whatever for the emigration of the Indians mentioned in them, without the consent of the other parties. This would be an entire surrender, and for an unlimited period, of all control and right of interference whatever with respect to those Indians, which under no circumstances can be acceded to. The principal object in changing the system was that the government might have the whole business entirely within its own control and management, and be able to adopt whatever course of policy and to take whatever measures it might deem best for the welfare and interest of the Indians, and at the same time tend to hasten their emigration. It can consent to no arrangement which will limit its powers in this respect.

The situation of the Indians, for the removal of which the contrac with Mr. Halsey provides is not such as that contemplated in the in-

structions to Col. Rutherford, as a contingency which would justify the department in so far departing from its new system of policy, as to permit the removal of any of the Indians by other persons than its own agents. This was authorized only in cases of persons who had been "in some way connected with the operations under the late contract, and who in the expectation of that instrument being again extended or renewed, have collected *and have in charge* parties of Indians for emigration, &c." The authority was given in a spirit of liberality towards such persons, in order that they might have an opportunity of indemnifying themselves for the expenses to which they might have been subjected in collecting and keeping the Indians together, while it was supposed that the Indians being already collected and ready for emigration, and such persons having influence over them, they could be removed at once and emigration be thus facilitated. Further than this the department was unwilling to depart from its new policy.

In view of the facts and considerations stated in your letter, however, it will not object to arrangements being made with individuals for the removal of Indians whom they had once collected for emigration but who are now scattered, including those of the same clan who may be so connected with them by the ties of blood or other circumstances that they could be readily induced to go at the same time, provided Col. Rutherford and yourself are satisfied that such individuals have influence over, and could collect and remove them with greater facility than this could be done by the agents of the government; but the terms of the former contract must not be exceeded, viz, $26\frac{71}{100}$ per head, payable on the receipt of the muster-roll, and the certificate of the superintendent that the persons therein named had actually been removed. All agreement for this purpose must, however, have a limit as to the time within which they shall be executed, say the 15th of May next, as, if they cannot be carried out within a reasonable time, there would be no advantage arising from them, and the dep't would not be justified in authorizing their being made; and none should be so made as in any way to interfere with the exercise of full control over the Indians by the department, or with its adopting such measures as it may deem proper for their more speedy, safe, and comfortable removal.

The payment of the unfunded half of the scrip has no proper connection with any such arrangements; that is a matter between the government and the Indians themselves; and as the department has yet to prepare and issue instructions regulating the whole subject, there is no propriety in inserting any stipulation in regard to it in any arrangement which may be made for the purpose in question. The Indians may, however, be assured that full and ample justice will promptly be done to them in this particular.

I am, &c.,

W. MEDILL,
Commissioner.

[B. 40, pp. 198–201.]

OFFICE INDIAN AFFAIRS, *Dec.* 9, 1847.

T. C. STUART, Esqr.,
Philadelphia, Neshoba Co., Missi.:

SIR: Your letter of the 15th ultimo, to the Secretary of War, has been referred to this office, to which it should have been addressed. I proceed to notice the several points raised by you, on which you desire the views of the department.

The Choctaws east having determined to avail themselves of the privilege given by the 14th article of the treaty of 1830, of remaining and becoming citizens, they thereby surrendered their peculiar relations to the general government as wards, and left it no further duty to perform towards them than to endeavor, as far as possible, to satisfy the claims to land which that article provided should be allowed to them. The United States were under no obligation whatever to remove them to the country of their brethren west, on their changing their views and wishes, and desiring to go there. At the earnest solicitation of the States of Mississippi and Alabama, however, the general government gratuitously assumed the obligation of removing and subsisting them one year west, and has thereby subjected itself to a very heavy expense. Under these circumstances, it is the special duty of every public officer connected with the business to use the utmost exertions to keep the expenses incident to it within the smallest possible compass. To furnish the Indians with an outfit—a blanket and pair of shoes each, and other articles necessary for their comfort and convenience—wholly at the cost of the United States, would greatly increase those expenses. The aggregate cost of those articles for the whole number of Indians that may be removed would be a very large sum. As the measure of removal is intended, and will be, for the benefit of the Indians themselves—as it will lead to greater prosperity and happiness on their part—they should, therefore, in all instances where they have the means, as is the case of all those especially to whom scrip is due, bear the cost of the outfit themselves, and this must be done. The articles may be furnished them, but with the clear and distinct understanding that their cost will be a charge upon their scrip, to be deducted hereafter when they come to be settled with.

With respect to those whose claims were satisfied in kind—that is, to whom lands were given—if it be their desire and intention to remove, the sale of their lands, if they are prudent, will give them the means of supplying themselves with such articles as are necessary for their comfort and convenience on the route, and after their arrival in their new country, and it is not therefore to be expected that the government will be put to any such expense on their account. It is feared, however, that some of this class have been despoiled of their lands by heartless speculators, and that they are now entirely without means; while it is represented that there are others who, failing to establish their claims before the commissioners, or whose claims were allowed by the commissioners, but on a revision of their prooceedings were rejected by the Secretary of War, are equally destitute. In such cases, where there can be no question that they are entirely without the means of preparing themselves for emigration, and must suffer if not assisted, the great end and object of the removal being the welfare and happiness of the Indians, there can be no objections of extending the liberality of the government, to them. In all cases, however, the outfit, to consist of a blanket and pair of shoes, will be furnished only to those who are destitute, and are entirely unable to supply themselves, and who will, beyond a doubt, immediately emigrate.

As the quantity of blankets and shoes may be considerable, some well-considered plan should be adopted for procuring them on the cheapest possible terms. The better mode would probably be to purchase them by the quantity in one of our large cities, where there is a competition between dealers in such articles, and where they could be obtained at much less cost than would be incurred by relying on the fugitive and uncertain supplies in the country where the Indians are. They could

probably be procured in Saint Louis or New Orleans on reasonable terms. Before taking any measures on the subject, however, your views as to the best and cheapest mode of obtaining them, and an estimate of the quantity of each of the descriptions of articles that would be needed and of their probable cost, are desired. On the receipt of these the matter will be fully considered and specific instructions given.

Without authority from Congress the Executive would have no power to take the lands formally allowed and allotted to individuals, off the hands of those who, from being dissatisfied with them, desire that to be done, and to be allowed scrip for them. If, however, any such persons are desirous of emigrating, or can be induced to do so, and cannot dispose of their lands, if they will abandon them and remove they may, if destitute and unable to supply themselves, be furnished with an outfit, and application will be made to Congress, either for the means of making them compensation for the lands abandoned or for authority to sell them, and pay over the proceeds to their respective owners. In either case the cost of the outfit furnished them would be deducted. Of all such persons, if any, you will as early as possible transmit a list to this office, designated the lands assigned to them, and the reasons why they desire such an arrangement to be made.

In regard to the case of Robert Bell, you are misinformed as to the facts. According to the records here he is a half-breed, and at the date of the treaty resided on the tract designated in the surveys as section 4, township 12, range 12 east. His claim being admitted by the commissioners, this tract was allotted to him and not scrip. You do not state his father's name, but he is presumed to have been a person of the same name who resided on the same section, and who was a white man married to a Choctaw woman, named A-fa-ha-ho-ka. His claim was presented to the commissioners in the name of his wife, and, although it was satisfactorily proven that her intention to remain was duly signified and the residence continued as the treaty required, it was rejected because she was not the head of the family; and her husband, who was, being a white man, was excluded by the law. Thus hers is one of that unfortunate class of cases where the individual has neither land nor scrip. It is hoped that Bell will, without difficulty, be enabled to dispose of his land satisfactorily, and do so and remove at an early period with his party or clan.

With respect to your apprehensions in relation to Colonel Rutherford's appointment of assistants I cannot but think them unfounded. The probability is that he will make no such appointments without consulting you, but if he should, the department has every confidence that his selections will be judicious and well made. You should freely communicate to him your views and suggestions on the subject. A copy of your letter and of this reply will be communicated to him from here.

I am, &c., W. MEDILL,
Commissioner.

[Letter-book 40, page 320.]

OFFICE INDIAN AFFAIRS, *February* 18, 1848.

T. C. STUART, Esq.,
Ass't Supt. Choctaw Removal, Philadelphia, Missi.:

SIR: Your letter of the 11th ultimo has been received and duly considered.

A slight modification in the former instructions in relation to the

removal of the Choctaws remaining east of the Missi., has recently been deemed expedient, as you will perceive from the accompanying copy of a report from this office, of the 11th instant, to the Secretary of War, which has approved by him. In the hope of expediting the business it is now thrown open to all persons of a proper character disposed to engage in it, and who, from their knowledge of the Indians and influence with them, think they can succeed in collecting and removing parties of them. The department is somewhat at a loss to prescribe the terms and conditions upon which this privilege shall be enjoyed by individuals, but under all the circumstances, and being anxious that the emigration shall be completed at the earliest practicable period, it has concluded to adopt, as a standard, the terms and conditions of the back contract with Alex. Anderson and others, viz, to allow and pay for every Indian removed, on delivery to the superintendent or other proper officer at such points as may be designated by the former, in the Choctaw country west of the Missi. River, the sum of twenty-six dollars and seventy-one cents ($26 71), the Indians to have the choice of routes whether by land or water, and the parties removing them to supply them during removal with sufficient and comfortable accommodations, good and wholesome provisions, and in all respects to treat them with kindness and humanity. The subsistence must be at least one ration every day during the emigration and until the delivery of the Indians west, to each Indian, man, woman, and child; the ration to consist of one pound of good, sound, merchantable fresh beef or pork, or three-quarters of a pound of good, sound merchantable salt pork, three half pints of good, sound merchantable corn or corn meal, or one pound of sweet, sound merchantable flour, and four quarts of salt to every one hundred persons, and in that proportion for any number less than one hundred. And in all cases, where from the state of health of the Indians or other circumstances, you may deem it requisite and proper, the persons removing them will be required at their own expense to provide proper medical attendance and medicines on the route. Should they refuse, you will do this yourself on the most reasonable terms in your power, and advise the superintendent accordingly in order that he may deduct the amount of the expense thus incurred out of the sums payable to the parties on the delivery of the Indians west. Each party of Indians removed must, prior to starting, be carefully mustered, excluding all Indians who it is known, or can be ascertained, have been heretofore removed at the cost of the government, as the United States cannot be expected to incur this expense twice for the same individual. It will be your particular duty to attend to these musters, and to transmit the rolls by mail or by the hands of some careful and reliable person, to the superintendent west, or to such person as he may select, to receive the Indians in the proper sections of the Choctaw country west, where they are to be carefully remustered, and new rolls are to be prepared with a certificate of the superintendent or the person selected by him appended to each, that those embraced in it have actually been removed by the person or persons who effected the emigration and been delivered at the points in the country where they intend to settle and remain.

The superintendent will make the payments on the rolls thus prepared, and they will be his vouchers in the settlement of his accounts. I go thus into detail in order that you may fully understand and be able to explain to all the parties interested all the particulars in relation to what is expected, and will be required of them, and the manner in which they will be settled with. You will keep both the superintend-

ent and this office advised, as far in advance as possible, of the probable progress of the emigration, so that the former may be able to prepare his estimates of the amount of funds he will require from time to time, and to send them on in season for the remittances to be duly made to him, and in order that the office may be informed of the prospect of emigration and be prepared to act promptly upon the superintendent's estimates when they arrive. The report to this office will be made monthly, and will state your proceedings generally, the persons you have employed, for what purpose, at what expense, &c.

Some proper precaution must be taken to see that justice is done to the Indians during the emigration, though this will depend, in a great measure, on the character of the persons permitted to participate in the business. When, however, there are parties sufficiently large to justify the expense, and you think it expedient and necessary, and cannot go yourself, you are authorized to employ some discreet and reliable person to accompany them to see that they are properly treated, and subsisted, and otherwise comfortably accommodated on the route. Such persons may be allowed for their services and all their expenses, not to exceed five dollars per day for each and every day employed in going west and actually and necessarily occupied in returning to the place of departure. You will do all in your power to harmonize the action of the different parties who may engage in the business and to preserve a good understanding between them, as well as to expedite the emigration as much as possible.

Should you collect and organize any parties of Indians for emigration yourself, under the former instructions, you are authorized to furnish in the manner proposed in your letter of the 11th ultimo, to such as absolutely need and cannot supply themselves, the articles of outfit heretofore suggested by you, but in all such cases you will prepare and transmit to the superintendent west, lists of the names of the Indians, showing the articles furnished to each and their cost to the government, in order that the amount may be secured out of the scrip due to the individuals, respectively. You will send copies of these lists also to this office. For the articles you may thus find it necessary to procure, you will take regular accounts, showing the items separately, the price and the amount for each, which, duly receipted and certified by you to be correct and just, will be the vouchers in your accounts with the government for the expenditure. You will be held accountable for all the articles purchased, and hence the necessity of being careful in exhibiting those issued and their value in the list referred to. The amounts that may be required for this or any other requisite and necessary objects of authorized expenditure beyond the funds now in your hands, will be remitted on your estimates from time to time, showing the objects in detail, their necessity, and the amount required for each; but I cannot too strongly impress upon you the necessity and propriety of the greatest possible economy in every particular connected with the execution of your duties.

You have doubtless by this time been able to satisfy yourself whether it will be in your power to effect any considerable emigration through your own immediate exertions, and if you are of opinion that you cannot, you will at once discharge all the persons you have employed except your interpreter, and rely upon the modified plan now fixed upon, which it is presumed will effect the removal of the Indians, if anything will. You may assure the Indians and all persons interested that to such as will remove within the present year, the scrip will be paid on their arrival

west, when they can transfer it as formerly on receiving a reasonable and adequate consideration therefor. Those who cannot be induced to emigrate within that time, the department is of opinion that it will be fully justified in abandoning to the States where they are.

I am, &c.,

W. MEDILL,
Commissioner.

[Letter-book 42, page 396.]

OFFICE INDIAN AFFAIRS,
October 13, 1849.

HENRY L. SCOTT, Esq.,
Of Missi., now in Washington.

SIR: From the accompanying copy of a letter of the 11th instant from the Hon. Secretary of the Interior you will perceive that you have been appointed assistant superintendent of the emigration of the Choctaws remaining east of the Mississippi to the country of their brethern, west of that river, in the place of T. C. Stuart, esq., and with the same compensation that was allowed to him, viz, "at the rate of $1,500 per annum for such time as you are actually engaged in the execution of your duties, to include your expenses of every name and nature except those of your necessary travelling on duty which will be allowed on a memorandum thereof, regularly kept by you showing their nature and amount and certified by you, on honor, to be correct and just." Enclosed is the form of a bond to be executed by you, in the penal sum of $5,000 for the faithful performance of your duties including the disbursement of the money which may be placed in your hands, and the proper accounting for the same. There must be at least two sureties whose sufficiency for the amount of the bond must be certified by a district judge or a district attorney of the United States.

The correspondence with and instructions to Mr. Stuart and the late Choctaw agent, S. M. Rutherford, esq., embodied in the accompanying annual report of last year and the inclosed manuscript documents, are so full and specific in regard to the nature of your duties and the principles upon which the business is to be conducted, as to render unnecessary any new detailed instructions at this time. Should occasion arise for any hereafter they will be promptly given to you on your notifying this office to that effect. I would, however, call your attention to that portion of the letter of the Hon. Secretary of the Interior directing that you be urged to proceed to the execution of your duties with as little delay as practicable and would enjoin upon you the importance of your doing so as this is believed to be a favorable season for exertions, and as it is hoped that those it will be in your power to make will be attended with a gratifying degree of success, in effecting a removal of a considerable number of the Indians at an early period and soon lead to the removal of all that can eventually be induced to go. Your exertions are relied on to give a new impulse to emigration, which for some time past has languished in consequence of the prevalence of the cholera in the west, and other causes.

A. S. LOUGHERY,
Actg. Com'r.

[Letter-book 42, page 404.]

OFFICE INDIAN AFFAIRS, *Oct.* 20, 1849.

H. L. SCOTT, Esq.,
Asst. Supt., &c., now in Washington:

SIR: Your letter of yesterday on the subject of a change in the arrangements authorized by existing instructions respecting the removal of the Choctaw Indians remaining in the State of Mississippi, has been received.

After mature consideration of the two points presented by you, I have to inform you that if, as may be the case, you find that instead of employing persons at a daily compensation to aid you in collecting and removing Indians it will be more economical to allow to those disposed to enter into the business a certain sum for every Indian delivered to you at Vicksburgh or some other point of embarkation on the Mississippi River—the government paying the expense of bringing the Indians to such point—and that it will at the same time facilitate emigration, you are authorized to pursue that course. The amount to be paid for delivering Indians at the point of embarkation should not exceed a certain maximum, say five dollars per head, and you should take care that the expense of bringing them there be as small as possible. You will be held to a strict accountability for all your payments, and you should therefore be careful that they are for proper and legitimate objects, and account for them by proper vouchers.

In regard to the other point submitted by you, I have to remark that in such cases as those you specify—where there are persons who have influence with the Indians and can collect portions of them for emigration, but have not sufficient means to enable them to transport and subsist the emigrants the whole of the route to their new country—you are authorized, on parties being embarked by such persons on the Mississippi, under such circumstances as will leave no doubt of their being transported and properly subsisted the remainder of the route, to allow and pay at the point of embarkation, on account of the expense of bringing them that far, a reasonable proportion of the $\$26\frac{71}{100}$ which is to be allowed for the entire emigration, the balance of that amount to be paid by the Choctaw agent on the arrival and muster of the Indians in the country west. In all such cases, however, you should be careful to transmit promptly to the agent muster-rolls of the Indians, with a statement thereon of the amount paid by you, in order that he may clearly see the balance due and to be paid by him.

For the amounts that may be required by you, for the expenditures connected with your operations, you will transmit estimates to this office founded on the best data in your power, with full and satisfactory explanations of the circumstances and reasons rendering the amounts necessary, so that the office may be able to judge, as far as possible, of the propriety of complying with your requisitions.

A. S. LOUGHERY,
Acting Commissioner.

[Letter-book 42, page 5 10.]

OFFICE INDIAN AFFAIRS, *January* 10, 1850.

H. L. SCOTT, Esq.,
Decatur, Newton County, Missi.:

SIR: I would call your attention to the inclosed copy of a letter to Geo. S. Gaines, relating to the distressing condition of a number of Choc-

taw Indians now in the vicinity of Mobile. I had an interview yesterday with Col. Gaines and also with a gentleman direct from Mobile. The latter gentleman fully confirms the statement of the letter to Col. G., with the additional information that an agent had been among them and imprisoned a few, and that great consternation was created with the remainder. They both concur in the opinion that the Indians would emigrate cheerfully and at once if they were placed under the direction of Doctor J. B. Earle, of Mount Sterling, Mississippi, or of William Fisher, of Mobile; that they have unbounded confidence in them, and are suspicious of all others, and that their employment by you would obviate all difficulty. I give you these suggestions, not wishing to interfere directly with your duties, but to put you in possession of information that may facilitate your labors.

I am, &c.,

ORLANDO BROWN,
Commissioner.

[Letter-book 45, page 134.]

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
September 13, 1851.

H. L. SCOTT, Esq.,
Decatur, Newton Co., Mississippi:

SIR: The appointment of James H. Bowman, esq., as special agent of this department to pay out "scrip" to such of the Choctaw Indians as yet remain in the State of Mississippi, the presence of Mr. McKinney of the Choctaw Nation west, as his interpreter, and the fact that the means necessary to their removal is thus placed in their hands, are evidence that a favorable opportunity is now presented for combined effort and influence to induce their speedy removal west of the Mississippi. I have therefore to request that you will co-operate with Mr. Bowman and his interpreter, Mr. McKinney, that all proper influence and combined effort may be used to effect a result so important to the interests of the government, the State of Mississippi, and to the Indians themselves.

A communication of similar import with this will be addressed to Mr. Bowman with directions to him to use his best efforts in conjunction with yourself and Mr. McKinney to effect their emigration at an early day.

Very respectfully, your obt. serv't,

L. LEA,
Commissioner.

[L. B. No. 45, p. 133, Ind. Off.]

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
Sept. 13, 1851.

J. H. BOWMAN, Esq.,
Union, Newton Co., Missi.:

SIR: I have this day addressed a communication to H. L. Scott, esq., at Decatur, Newton Co., Mi., requesting him to co-operate with yourself & Mr. McKenney, your interpreter, in inducing, if possible, the early

emigration of a large number of the Choctaw Indians yet remaining in the State of Mississippi. The means necessary to their emigration being now given to them by the payment of their scrip, a favorable opportunity is thus presented, and the department is desirous that it should be improved. The department is gratified to learn that Mr. McKinney has been induced to accompany you as interpreter, & it relies greatly upon his influence with his people & his disposition to exert it in such a manner as will induce them to join their brethren west of the Mississippi. It is, therefore, hoped that this combination of influence & of effort will effect an early accomplishment of an object so important to the interests of the government, the State of Mississippi, & to the Indians themselves.

Very resp., &c., L. LEA, *Com'r.*

[Letter-book 45, page 231.]

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
November 20, 1851.

JAMES H. BOWMAN, Esq.,
Mobile, Alabama:

SIR: I herewith enclose to you copies of two letters from Mr. James Y. Blocker, of Mobile, one addressed to me and the other to the Secretary of the Interior, by whom it is referred to this office. These letters contain charges of a most serious character against you, which call for explanation. I am unwilling to believe that you are justly obnoxious to these charges, but under the circumstances of the case think it proper, and accordingly so direct, that you at once desist from further disposing of the scrip placed in your hands, and that you make without delay full report of your proceedings as agent.

Very respectfully, your obt. servt.,

L. LEA, *Com'r.*

[Letter-book 45, page 305.]

[Telegraph.]

OFFICE INDIAN AFFAIRS, *December* 22, 1851.

JAMES H. BOWMAN, Esq.,
Jackson, Mississippi:

Deliver the scrip to S. F. Hunt, esq., and take his receipt for it.

L. LEA, *Commissioner.*

WASHINGTON CITY, *Dec. 5th*, 1851.

Hon. LUKE LEA,
Commissioner of Indian Affairs:

SIR: I have the honor to enclose herewith for your consideration and action the following papers:

List of certificates or pieces of scrip paid out by me to certain Choctaw Indians whose names are therein specified;

Abstract of disbursements made by me in paying out same; and

My account current with the United States, showing a balance in my favor of $1,544.95—say fifteen hundred forty-four and $\frac{95}{100}$ dollars.

In paying out this scrip I took pains, as did my clerk and interpreter, to impress on the Indians the importance of their prompt compliance with the wishes of the department by removing to the Choctaw country west of the Mississippi, and I am satisfied there is a more general feeling in favor of an early removal among them than has existed heretofore. If what has been done should be followed up by proper efforts a large emigration may be shortly expected. But most of these Indians are exceedingly ignorant, and are easily mislead by designing white men who, in some instances, exert, under the guise of friendship, a pernicious influence over them. This occasioned me no little trouble in paying out the scrip.

The pieces of scrip not paid out by me are herewith filed.

Very respectfully, yr. ob't s't,

JAMES H. BOWMAN.

[Letter-book 45, page 309.]

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
December 24, 1851.

F. S. HUNT, Esq.,
Jackson, Mississippi:

SIR: A correspondence has taken place between James Y. Blocker, esq., of Mobile, Alabama, and this office in relation to certain Choctaw Indians recently assembled in the vicinity of that city. Copies of Mr. Blocker's letters and of my answers thereto are herewith enclosed. I am unwilling to believe that the charges preferred against the late agent of fraud and imposition on these Indians are founded in truth, and I trust it will turn out, as intimated to Mr. Blocker, that they have originated in misapprehension as to the rights of the parties concerned, but you are directed to investigate the matter and report the result to the department at an early day. For this purpose it may be necessary for you to visit Mobile as soon as your other duties will permit. Mr. Blocker, you will perceive, is requested to communicate with you on the subject.

It was Mr. Bowman's intention to file in this office the scrip remaining in his hands, but he left this city without having done so, and you are therefore directed to obtain from him all the scrip in his possession and hold it subject to the order of this office.

Very respectfully, your ob't serv't,

L. LEA,
Commissioner.

[Letter-book 45, page 349.]

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
January 9th, 1852.

Major F. S. HUNT,
City of Jackson, Miss.:

SIR: For your information, I transmit herewith a copy of a letter and its enclosures received a few days ago from the Hon. John Bragg, of the House of Representatives, from the Mobile district, together with a copy of a letter of this date addressed to him from this office. In view of

Mr. Fisher's influence with the Indians referred to, I should be gratified to learn that he had been induced to engage actively in the business of their removal west, in which case you will give him your hearty co-operation.

Very respectfully, your ob't serv't,

L. LEA, *Commissioner.*

[Letter-book 46, page 351.]

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
October 1*st*, 1852.

F. S. HUNT, Esq.,
Asst. Superintendent, &c., Jackson, Mississippi:

SIR: Your letter of the 20th ultimo in relation to the payment of the principle on the amounts awarded Choctaw claimants under the 14th article of the treaty of Dancing Rabbit Creek, of 27th September, 1830, has been received. In reply I have to state that the amount [$872,000] appropriated for the object referred to has been remitted for payment, and that it is desired that you will, while on your contemplated visit among the Indians, acquaint them of this fact. I have every confidence that the action of Congress in regard to the payment of the principle on these awards will be eminently calculated to encourage the emigration of these Indians, and I am exceedingly anxious that all the influence possible shall be brought to bear upon them at this time for the promotion of this important measure. It is proper that you should inform them that the payment will be made to them after their arrival west, and there only, and that all payments of interest have ceased since 30th of June last. It is impossible for me to state definitely at what time the payments will be made, but it is expected that they will be commenced as early as possible. For your information I transmit a copy of my letter of the 24th instant, on this subject, addressed to the superintendent Indian affairs at Van Buren, Arkansas.

Very respectfully, your ob't serv't,

L. LEA, *Commissioner.*

[B. 47, p. 203.]

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS, *May* 9, 1853.

F. S. HUNT, Esqr.,
Ass't Supt. Choctaw Removal, Jackson, Mississippi:

SIR: Your letter of the 31 March last was received here on the 17th April.

I have now to inform you that the Secretary of the Interior has determined, for the present at least, to suspend any further public service in relation to the removal of the Choctaw Indians, and, in pursuance of his instructions to this office, your services as ass't superintendent of Choctaw removal will be dispensed with after the receipt of this letter. You will immediately forward full and complete lists of all the parties of Indians emigrated under your superintendence since last rolls furnished to this office, and transmit, also, your accounts for final settlement.

If parties of Indians have crossed the Mississippi on their way to the Choctaw country you will, however, take such action as will be required

to complete their emigration. Parties that have been collected, or are prepared to go that have not commenced their route, you will disband, and any advertisements for the assembling of parties at or after the receipt of this letter you will countermand.

Accounts for expenditures arising for the collection of parties of Indians, &c., not emigrated, you will of course send forward for settlement.

You will also transmit to this office all books and papers of a public nature or relating to the execution of your trust; and any public property in your possession you will dispose of by sale and charge yourself with the proceeds.

Mr. Drew, supt. Ind. affairs at Van Buren, will this day be informed, by letter, of the nature of the instructions given you.

Very resp'y, &c.,

GEO. W. MANYPENNY,
Commissioner.

JACKSON, 25 *May*, 1852.

SIR: I herewith return a list of 273 Choctaw Indians recently removed by Duncan Smith, esqr., from Red River, La. These Indians were collected after long delay, great expense, & much labour, from a country more than 100 miles in extent Many of them were rescued from impending starvation, & some of them from the most abject slavery. They left their inhospitable homes cheerfully, & when I separated from them were pursuing their journey westward, in high spirits at the prospect of soon being located permanently upon their own soil. Many others could have been emigrated but for the perversity of a few unprincipled white men; in one instance they stole the children of an Indian woman to prevent her going. With the exceptions alluded to, the citizens of Louisiana extended every aid & facility in their power to the emigrators. I have advanced to Mr. Smith, as you will see, $4,000 on acc.

There are still, from the best information I could get, from 6 to 700 Choctaws in that State, scattered in small settlements from Opalousis to Washita. Mr. Smith will continue his efforts, & thinks he can soon get them nearly all off.

After deducting my expenses & the present quarter's salary, I shall have in my hands a very small amount of funds. I would suggest, therefore, the propriety of another requisition on the Treasury for such am'ts as may seem to you proper. As very little, if anything, further can be done in E. Miss. until fall, I shall dismiss my interpreter in that quarter in a few days. He informs me that he has seen many of the Indians recently, & that they promise to emigrate in the fall. I will endeavour so to arrange matters as to make an energetic effort in that quarter at that time.

Very respectfully,

F. S. HUNT,
Ass't Supt., &c.

Hon. LUKE LEA,
Comr. Ind. Aff'rs, Washington.

JACKSON, MISS., 3*rd July*, 1852.

SIR: Mr. Duncan Smith has just returned from the Choctaw Nation west, having delivered 265 of the Indians emigrated by him from La. He had the misfortune to loose nine of the number he started with, who

died of measles & other diseases. One was born on the route, making the number enrolled by me. He informs me that most of them had selected their homes before he left, & were well pleased & well satisfied with the country. The agent allowed Mr. Smith subsistence from the State line to Doaksville, but refused to allow for transportation. He thinks he should be allowed pay for this service, as he was forced, on account of the absence of the agent, to take them to Doaksville, some 50 miles beyond the line. He requests me to inquire whether or not this acct., upon being properly authenticated, will be allowed. He also thinks it just that he should be paid for the Indians who died. Some of them died after he had nearly reached the nation, & one, in fact, after he crossed the line. He incurred much extra expense in medicine, physicians' bills, nursing, &c., on their account, & I consider it perfectly right that he should be paid the regular price of emigration for them, upon proof of the facts; & I hope that if you have the power you will direct the payment of the account, not only on account of its justice, but from the fact that Mr. S. has had a *hard time of it* in this emigration, & has performed most valuable services.

Mr. Wilson had no funds on hand & refered Mr. S. to me for payment of the ballance of his account, which I shall pay out of the recent remitance to me of $5,000, as soon as it is realized, unless otherwise directed by you.

The whole amt. due Mr. S. for the emigration of 265 Indians, at $35, is		$9,275
Paid by me heretofore	$4,000	
Assumed to be paid by Mr. Wilson	1,250	
		5,250
Bal. due		$4,025

After paying over this amt. you will perceive that a very small sum will remain in my hands, & in view of other emigrations, now preparing, it will be necessary that I should have a further remittance of at least $5,000 at an early day.

Allow me to make a further remark, with a suggestion: Mr. Smith informs me that the Choctaw agent, Mr. Wilson, remarked in his hearing & in the presence of several other persons that he would receive Indians from any one who might choose to present them, either with or without my enrollment. Now, if Mr. Wilson carries out this determination the govt., as well as all respectable & responsible emigrators, will be liable to much imposition. Suppose Mr. Smith should assemble a party of Indians & have them enrolled & receive from me $25 per head towards the emigration, & afterwards some designing person, who might, perchance, have influence over the Indians, were to disperse them, & present them to Mr. Wilson without an enrollment, & demand full pay. So with the Mobile Indians, or any other clan. It seems to me that this need only to be suggested to convince you that Mr. W. is wrong. All the *returned Indians* can be imposed on him under this construction. In fact there is little use of the agency which I hold if an enrollment here is not necessary.

Mr. Smith desires to make another emigration from La. early this fall. Having made a favorable impression upon those Indians, those already emigrated being well satisfied, he thinks he can, if not interfered with, remove, probably, half of all who remain in La. But if he cannot get the *exclusive contract*, other persons will interfere, & whilst they may

thwart him will do nothing themselves. If I could be allowed to give exclusive contracts to such persons as I might deem responsible for removing the different *clans*, & to exercise some discretion in preventing interferences, & the agent, West, be instructed to receive no Indian without the enrollment of the asst. supt. here, these difficulties would be obviated.

Very respectfully, your obt. serv't,

F. S. HUNT,
Asst. Supt., &c.

Hon. LUKE LEA,
Washington, D. C.

ALEXANDRIA, LA., *Jan'y* 4, 1853.

Hon. LUKE LEA:

DEAR SIR: I arrived here a few days since after enrolling at Vicksburg 88 Choctaws in charge of Mr. Crowther en route for the nation west. Mr. Duncan Smith has about 100 encamped here and at St. Morris, some 80 miles above, who, with some 50 others, expected in very soon, will be ready to start for the nation in less than a week. He has the promise of some 200 more to be ready by the 1 Feb., & but for the interference of a few unprincipled white men the whole oft hem could be removed this year.

Mr. Smith has handed me a letter from Mr. W. R. Harris, who is a white man married to a Choctaw woman, & resides near Ultimathule in the Choctaw Nation. Mr. Harris states he & his relations & his wife's relations, numbering, in all, near one hundred, with many other Choctaws *emigrated themselves* from Mississippi, several years ago; that they made out a regular roll & delivered it to Capt. Wm. Armstrong, then Choctaw agent; they have never heard what he did with it, nor have they ever received one cent from the government either on account of emigration or subsistence. Mr. Harris requested Mr. Smith to see me & to request me to make an effort to have their business settled. I learn that Mr. Harris & his relatives generally are highly respectable people, and if the facts are as they state them to be, of which I have no doubt, they ought surely to be paid. They live at a great distance from the agency & are, many of them, very poor, & they desire that a special agent may be appointed to examine into their claim & report the facts to the govt. Mr. Wm. R. McCain, at Ultimathule, a man of high standing &, at present, the subsisting agent in that part of the nation, or Mr. Smith, who will be in that neighbourhood in a few weeks, would either of them be suitable persons to investigate the matter. Both of these gentlemen speak the Choctaw language well, & will not be imposed upon ; or, if the department desire it, as I shall be at Shreveport during next month it will be but little trouble for me to go up and investigate the matter, & to pay off the claim, if found valid, being furnished with funds. If the government should decide to pay these claims, they desire the privilege of commuting their subsistence. May I ask the favour of your early attention to this business, & the result communicated to me at Jackson, Miss.

Very respectfully, your obt. servant,

F. S. HUNT,
Asst. Supt., &c.

NEW ORLEANS, 21 *Jan'y*, 1853.

Hon. LUKE LEA,
Coms'r Indian Affairs, Washington:

DEAR SIR: I am happy to inform you that I have just concluded an arrangement by which I hope to effect in a very short time the removal of many of the Madisonville & Mobile Indians.

Mr. Smith did not succeed in getting of as many as he expected from Red River. He started only about 70. Several other large parties have agreed to go as soon as the grass begins to grow.

My quarterly report for the last quarter of 1852 has been delayed on account of my absence on Red River. As soon as I reach home it will be attended to.

Very respectfully,

F. S. HUNT,
Asst. Supt., &c.

AGENCY CHOCTAW REMOVAL,
E. MISS. R., JACKSON, MISS.,
31 *Marc.*, 1853.

SIR: I enclose my a/c cur. for qr. ending this day. It shows a ballance in fav. the U. S. of $1,499.08. Of this amt. I have paid out to Mr. James Fletcher, my interpreter, $450, on a/c his per diem & expenses for this qr. Rut on account of his absence at present on duty I cannot procure his voucher. It will be included in my next report. I have also advanced to Mr. D. Smith about $900 on a party of Indians now emigrating from the vicinity of Bayou Sara & Madisonville, La., whom I expected to meet here to-day, but they have not arrived, & I cannot therefore procure his voucher. I have already enrolled 57 of his party who were encamped near Bayou Sara some weeks since. They prefered waiting for the party from Madisonville, & I am now in hourly expectation of the whole company, as also a number from Mobile. I consider it very necessary to the service that I should be speedily placed in funds, as there is also a large party ready to start from Neshoba Co., in this State, in charge of Col. R. B. Kirkland, who expects large advances on his arrival at this point.

A discrepancy will be observed in the muster-roll attached to voucher No. 1, made by myself, & that made out by the subsisting agent, to the whom the Indians were delivered in the nation. It occured in this way: Of the 71 enrolled by me three died on the road; 9 others declined going, & turned back after having been enrolled. This reduced the number from 71 to 59. After my enrollment at Natchetoches I sent my interpreter with the party, with instructions to collect some others whom we had heard of, some 30 or 40 miles above on their rout, provided they wished to emigrate. He was fortunate in finding them, & they were very anxious to go, & joined the party to the number of 18. It was impossible for me to see them, as I was compelled to return home to meet others who were awaiting me here. I wrote to the agent to this effect, & he enrolled them, but seperately, as you will see.

I regret to learn that many of those who have emigrated this winter & spring from E. Miss. have already returned. Their excuse is that they were not pleased with the country. This has a bad effect on those who are still in this country, and is a difficulty for which I can see no remedy. All those who have emigrated from La. since I came into office are much

pleased with their new homes, & not one of them, so far as I know or believe, has returned.

I am, very respectfully, your ob't servant,

F. S. HUNT,
Ass't Sup't, &c.

Hon. the COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

[Letter-book 42, page 497.]

OFFICE INDIAN AFFAIRS, *December* 31*st*, 1849.

JOHN DRENNEN, Esq.,
Acting Sup't Indian Affairs, Choctaw Agency, Western Terr'y.:

SIR: I have received the letter of Messrs. Thomas Le Flore, Peter Folsom, and Isaac Alberson, enclosed in your letter of the 29th ultimo, in relation to the claims of certain alleged self-emigrant Choctaws for an allowance for the expenses of their removal and subsistence for one year thereafter, &c.

It is stated by the above gentlemen that "the fact has been established satisfactorily that the most of these people left their homes east to remove west within the time specified for them to remove," and they then go on to account for their late arrival in the country. No such fact has been proved before this office.

By the terms of the treaty the Indians who were to emigrate in the falls of 1831, 1832, and 1833, their removal to be conducted by the government, which was effected with respect to all who placed themselves in the hands of its agents, or could be induced to do so, for that purpose. Those who did not are properly to be classed with those who elected to remain and who forfeited all rights to the beneficial objects stipulated for those who placed themselves in charge of the government agents for removal within the prescribed time. The claimants themselves would seem to have been conscious of their not being entitled to any of those objects, from the fact of their omitting for so long a period to bring forward any claim thereto.

I enclose, for the information of yourself and Messrs. Le Flore, Folsom, and Alberson, a copy of a decision on claims of this description, made in a letter to one of your predecessors on the 8th of September, 1846. As the case now stands that decision cannot be changed.

The department has no objection to submit the claims to Congress, if set forth in detail and presented on grounds of equity; in which case the name of each claimant should be given, and where there were families the number of each, when they left the country east, and the date of their arrival west; and the reason should be stated why they did not place themselves in the hands of the agents of the government for removal, and why they delayed presenting their claims for so long a period. Their demands should, however, be confined to commutation for removal and one year's subsistence, as in equity they are regarded as being entitled to be placed in a better position than the Choctaws now being removed. You will, of course, render them any assistance in your power, and see that their claims are put in proper shape, according to the terms herein prescribed, before transmitting them.

I am, &c.,

ORLANDO BROWN,
Commissioner.

[L. B. 43, p. 31.]

OFFICE INDIAN AFFAIRS,
February 16, 1850.

JOHN DRENNEN, Esqr.,
Choctaw Agency, W. T.:

SIR: Your letter of the 22nd November last was received at a time of a great pressure of business, and has been inadvertantly overlooked.

One great object in certifying the transfer of Choctaw scrip is to secure to the Indians a just, fair, and boni fide consideration therefor; and under existing regulations and instructions none can properly be certified unless you are fully satisfied that this is the case. If the Indians owe debts to the attorneys who prosecuted their claims there is no objection to considering those debts as a part of the consideration for scrip disposed of to the attorneys, but you should be satisfied that they are just and valid demands.

Very resp., &c.,

OBLANDO BROWN,
Comm'r Indian Affairs.

[L. B. 43, p. 105.]

OFFICE INDIAN AFFAIRS,
March 27, 1850.

JOHN DRENNEN, Esqr.,
Choctaw Agency:

SIR: I have had the honor to receive your letter of 2nd instant, informing me that you had refused to pay the scrip due to several small parties of Choctaw Indians, who had emigrated for the sole purpose of receiving it and then returning to Mississippi.

The course pursued by you was entirely proper, and is approved. In no instance will you pay scrip to an Indian entitled to it unless it be his intention to remain and become a citizen of the Indian country, the evidence of which must be made entirely satisfactory to you.

Very resp., &c.,

ORLANDO BROWN,
Comm'r Indian Affairs.

CHOCTAW AGENCY, *April* 23*d*, 1853.

SIR: Enclosed herewith you will receive muster-rolls of three parties of Choctaws who have been emigrated from east of the Mississippi River to this country. You will discover from these rolls that a considerable number of them have been previously emigrated; and I am sorry to add that I fear a majority of the parties of which I now enclose rolls to you will remain but little, if any, longer than when they receive the money due them by the government.

I have no means of preventing their return other than simply persuasion; and, indeed, I see no way under present arrangements that the government can prevent them from going where they please. If the State of Mississippi would co-operate with the government I think all the Choctaws might be moved to this, their own, country, to the manifest benefit of the Indians as well as the State of Mississippi. Attempts to emigrate under existing circumstances are not productive of much good

to the Indians, while the government is incurring considerable expenditure.

Very respectfully, your ob't serv't,

WILLIAM WILSON,
Choctaw Agent.

G. W. MANYPENNEY, Esq.,
Comm'r Ind. Aff'rs, Washington City.

OFFICE SUPT. IND'N AFF'RS,
Van Buren, Arks., April 27th, 1853.

SIR: I have the honor to forward, herewith enclosed, a communication from Agent Wilson covering three muster-rolls of Choctaws emigrated from east of the Mississippi River to the Choctaw country, west.

Very respectfully, your ob't serv't,

JOHN DRENNEN,
Supt. Ind'n Aff'rs.

Hon. G. W. MANYPENNY,
Comm'r of Ind'n Affairs, Washington, D. C.

CHOCTAW AGENCY, *May 6th*, 1853.

SIR: The present contract for subsisting immigrant Choctaws expires with those that are now here and such as may arrive prior to the 1st day of July next. And if it be the intention of the department to continue the emigration it will be necessary to make a new contract for such as may arrive after that date.

It, however, seems scarcely worth while for the government, under present circumstances, to continue the emigration, as so few of those who have been emigrated within the present year have remained any longer than to receive the money due them under treaty stipulations. I am of the opinion that the plan of emigrating Choctaws which has been in operation since 1848 is not so well calculated to effect the benevolent intentions of the government as that which was in operation during the years 1845, '46, & '47; very few that were emigrated during those years returned to Mississippi, wilst ever since at least one-half of all that were emigrated have returned. I regret exceedingly that such is the case, but I feel it my duty to state the facts, that you may judge what is best under the circumstances to be done.

In conclusion I would state that it will require about $5,000 to meet some outstanding claims for "removal and subsistence" of Choctaws, together with what will be due for subsisting such as are now here up to the end of the present quarter. I would, therefore, respectfully request that the above mentioned sum be remitted for the object specified.

I have the honor to be, very respectfully, your ob't serv't,

WILLIAM WILSON,
Choctaw Agent.

G. W. MANYPENNY, Esq.,
Com'r Ind. Aff'rs, Washington City, D. C.

OFFICE SUPT. IND'N AFFR'S,
Van Buren, Arks., May 14th, 1853.

SIR: Enclosed herewith I have the honor to forward a communication from Agent Wilson, in relation to the present contract for subsist-

ing emigrant Choctaws, &c., and asking for $5,000 for subsistence & removal of Choctaws west.

Very respectfully, your ob't serv't,

JOHN DRENNEN,
Supt. Ind'n Affr's.

Hon. GEO. W. MANYPENNY,
Comm'r Affairs.

CHOCTAW AGENCY WEST,
September 28, 1853.

SIR: In connection with the subject of removal of Choctaws west, I would respectfully suggest for your consideration and that of the Comm'r of Indian Affairs, in case you think the plan worthy of notice, that the legislatures of Miss., Alabama, Louisiana, & Texas be called upon, through their respective governors, to pass some laws in aid of the U. S. Government which will induce speedy emigration among the wandering Indians of the Choctaw & other tribes from those States, and their permanent settlement west.

Among the most effective modes of producing these results, I am convinced, would be a law to arrest the wandering Indians as vagrants and bind out their children as apprentices to the different mechanic trades, if found within those States after a given date.

From my knowledge of the Indian character I am induced to believe they would speedily remove from the jurisdiction of such a law, and if they did not, great good would result in its operation upon the young Indians of both sexes.

Very respectfully,

DOUGLAS H. COOPER,
Agent, &c.

Gov. THOS. S. DREW,
Supt. Indian Affairs.

OFFICE SUPT. IND'N AFFAIRS,
Fort Smith, Ark., Oct., 13, 1853.

SIR: The letter of Agent Cooper is presented for your consideration. The plan if carried out by the co-operation of the States may prove successful.

Most respectfully,

THOS. S. DREW,
Supt. Ind'n Aff'rs.

Hon. CHAS. E. MIX,
Acting Com'r Ind. Aff'rs.

[Letter-book, vol. 51, pp. 210, 211.]

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
April 4th, 1855.

D. H. COOPER, Esq.,
Choctaw Indian Agent, Washington City, D. C.:

SIR: In view of the importance of the subject referred to in your letter of the 15th ultimo, relating to the final payment of awards to the

Choctaws on account of individual claims under the treaty of 1830, I have taken the directions of the Secretary of the Interior in the premises. For your information I enclose to you herewith a copy of his letter, by which it will be seen he directs a census to be taken of the parties entitled to payment, which shall designate, as far as it is practicable to ascertain, their places of residence, and the same reported to this office as preliminary to final action on the subject. I do not understand that this direction is intended to require a full and detailed census of all Choctaws in its literal sense. But rather that you shall designate the parties not yet paid from present rolls in your office, and from any means at your command to ascertain their respective residences. You will, therefore, at your earliest convenience, make such a list, or census, and by visiting the localities where the parties reside, or by any other means, by which you may obtain reliable information regarding their residence, and report the same to this office. Such report should be as full as it is practicable to make it, showing the names of the original claimants, and where deceased, those of their legal representatives, their respective places of residence, and the amount due them and unpaid, whether on account of scrip or money, and which.

It may be well to make those who have emigrated west and afterwards returned to their old homes, a distinct class.

Very respectfully, your ob't servant,

GEO. W. MANYPENNY,
Commissioner.

[Letter-book, vol. 51, p. 431.]

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
May 23rd, 1855.

D. H. COOPER, Esq.,
Choctaw Indian Agent, now in Washington City, D. C.:

SIR: For your information and direction, as connected with the taking of a census of the Eastern Choctaws under the instructions of this office of the 4th ultimo, I hand to you herewith a copy of a letter of the 21st inst. from the Secretary of the Interior, by which your instructions are so modified that payments of awards under the Choctaw treaty may be made while taking said census, whenever you shall be possessed of full proofs of the identity of those entitled.

Very respectfully, your ob't servant,

GEO. W. MANYPENNY,
Commissioner.

Confidential.] AGENCY FOR CHOCTAWS AND CHICKASAWS,
Fort Towson, July 26th, 1856.

SIR: Herewith I have the honor to transmit a "report of my operations east of the Mississippi River, under orders dated April 4th & May 23rd, 1855."

You will perceive that the Choctaws east deny the receipt by them of a very large portion of the scrip paid out by Special Agent Bowman in the year 1851. Most of them, however, admitted the receipt, either personally or through relatives, of a small sum of money in lieu of the scrip.

It appears the Indians agreed to pay their agents and attornies one-half of all that should or could be obtained for them in satisfaction of their losses sustained by reason of the failure of the Government of the United States to secure to them the reservations of land due them under the 14th article of the treaty of Dancing Rabbit Creek, concluded Sept'r 27, A. D. 1830. Subsequently, one half of the awards made in their favor, in consideration of claims under said article, were issued in land scrip and the other half was funded by the United States, the investment bearing interest at the rate of 5 per centum per annum. But few of the Indians pretended to claim more than one-half the award, and it was even understood among them that the half payable in scrip was so issued in order to enable them to pay their attornies, previous to their removal west, where the interest on the funded half was alone paid. The duplicates of their original contracts are to this day in the hands of many of the old Indians, and are exhibited by them in order to prove their identity as the original claimants.

Many of the eastern Indians having determined never to emigrate west, where alone they were informed the department had decided the interest should be paid on the funded half, and acknowledging the scrip half to be the property of their old attornies and agents, of course felt little or no concern about Special Agent Bowman's payment of scrip, and refused or neglected to attend for the purpose of proving up their claims and receiving the scrip. It seems, to induce them to come forward, receive, and transfer the scrip, the attornies & agents offered $5 for each 80-acre piece of scrip, $10 for each 160-acre piece, & $20 for each 320-acre piece transferred. Accordingly, Indians came forward, claimed the scrip, and transferred it. The payment made under such circumstances could not reasonably be expected to be correct in every case, and the roll or record of claimants thus obtained complicated matters very much, and created great embarrassment in ascertaining & identifying the true claimants, their heirs or legal representatives.

But, conforming to your instructions long since issued for my guidance in the payment of awards due per act of July, 1852, I disregarded the roll made out by Special Agent Bowman, and examined each case *de novo* and made the payments according to the best evidence I could obtain among the Indians. It is believed the payments were made to the true claimants, their heirs and legal representatives.

It becomes my duty to advise the department that information has reached me of a combination formed to prosecute a claim against the United States, based upon irregularities in the payment of scrip by Special Agent Bowman. But the facts stated above in relation to his payment go to show collusion or gross negligence on the part of the Indians in permitting the payment of scrip to wrong parties, which ought to exhonerate the United States from any obligation to repay the scrip.

It is said, too, that Mr. Bowman gave no bond, and that nothing can be made off of him, even if he is legally bound to indemnify the Indians for lost scrip. The Indians east, if let alone, would never think of claiming the scrip, which they admit belonged to their attornies and was received by some member of their respective families. They still to a great extent maintain their old tribal customs and usages, holding everything belonging to a clan, or *iksa*, in common. So a member of the family gets what is due any portion of it they are satisfied.

The claim above alluded to is, I learn, being gotten up by white men, who, if successful in prosecuting it, will derive the benefit almost entirely, the Indians east being in a state of most degrading serfdom or vassal-

age to a few white men around their respective settlements, who can do with them and theirs almost as they please.

The Choctaw Indians east are citizens of Mississippi and Alabama, mostly, and their contracts can be enforced by law. It is impossible to extend the protection of the Indian Bureau or of the United States Government to them there.

I have felt constrained by a sense of duty to make the foregoing statement and suggestions. It remains with the department to determine whether justice or the interests of the United States require further investigation into the scrip payment made by Special Agent Bowman A. D. 1851—an investigation which, if it results in anything, will fix upon the United States, perhaps, a heavy pecuniary obligation.

I am, respectfully,

DOUGLAS H. COOPER,
U. S. Indian Agent.

Hon. GEO. W. MANYPENNY, *Com'r Ind'n Affairs.*

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
August 25th, 1856.

SIR: Referring to the subject of the suspended Choctaw scrip, to which your attention has heretofore been called by this office, I have now respectfully to lay before you for your consideration, in connection with the subject, the report of Agent Cooper, just received at this office, of the payments made by him to the Eastern Choctaws to whom awards were due under the 14th article of the treaty of 1830.

The facts disclosed by the confidential report of Agent Cooper, together with the understood sentiments of the Commissioner of Indian Affairs, as recently expressed upon the subject, satisfy me that the objections heretofore interposed by this office to the reception of the scrip by the General Land Office should be withdrawn, and I propose, with your approbation, to notify that office of the withdrawal of such objections accordingly.

Very respectfully, your obedient servant,

CHARLES E. MIX,
Acting Commissioner.

Hon. R. MCCLELLAND,
Secretary of the Interior.

EVIDENCE FOR CLAIMANT—PART II.

IN THE COURT OF CLAIMS, DECEMBER TERM, A. D. 1880.

THE CHOCTAW NATION OF INDIANS
vs.
THE UNITED STATES. } No. 12742.

It is hereby stipulated that the three several documents or papers hereto attached and marked, respectively, T. S. & J. J. W. No. 1, 2, and 3 are true and correct copies of original papers on file in the office of the Secretary of the United States Senate, and that the same may be filed in this cause as if proved and certified as such to this court under a rule issued herein for that purpose. This stipulation shall not be construed as admitting the relevancy or competency of said papers as evidence in this cause, but is only an admission of the correctness of the copies of said papers filed herewith.

JOHN J. WEED,
Of Counsel for Claimant.
THOMAS SIMONS.
Assistant Attorney General.

T. S. & J. J. W.—No. 1.

OFFICE OF SECRETARY OF THE UNITED STATES SENATE,
Washington, June 21, 1881.

I, Rees B. Edmondson, do hereby certify that I am file clerk in office of Secretary of the United States Senate, and, as such clerk, have the exclusive care and custody of the original papers and files of said office; and I do further certify that the several printed and manuscript copies of papers hereto attached and marked, respectively, Nos. 1, 2, 3, 4, 5, 6, 7, and 8, R. B. E., are true and correct copies of original papers now on file in the office of the Secretary of the Senate of the United States, and that such originals are in my custody and possession as file clerk in the office of the Secretary of the Senate.

In testimony whereof I have hereunto set my hand and affixed the seal of the United States Senate this 21st day of June, A. D. 1881.

[SEAL.] REES B. EDMONDSON,
File Clerk United States Senate.

No. 1.—R. B. E.

[Senate Mis. Doc. No. 31, 34th Congress, 1st session.]

MEMORIAL OF THE DELEGATES AND REPRESENTATIVES OF CHOCTAW NATION OF INDIANS, PRAYING THAT PROVISION MAY BE MADE FOR THE FINAL SETTLEMENT OF THEIR CLAIMS UNDER THE TREATY OF 1830, AND ALL OTHER TREATIES.

MARCH 18, 1856.—Referred to the Committee on Indian Affairs and ordered to be printed.

To the honorable the Senate of the United States:

Your memorialists, delegates, and representatives of the Choctaw nation of Indians, respectfully call the attention of your honorable body

to the eleventh article of the treaty of 22d June last between the United States and the Choctaws and Chickasaws, which stipulates "that the following questions be submitted for adjudication to the Senate of the United States:

"*First.* Whether the Choctaws are entitled to, or shall be allowed the proceeds of, the sale of the lands ceded by them to the United States by the treaty of September the twenty-seventh, eighteen hundred and thirty, deducting therefrom the cost of their survey and sale, and all just and proper expenditures and payments under the provisions of said treaty; and, if so, what price per acre shall be allowed to the Choctaws for the lands remaining unsold, in order that a final settlement with them may be promptly effected; or,

"*Second,* Whether the Choctaws shall be allowed a gross sum in further and full satisfaction of all their claims, national and individual, against the United States; and, if so, how much."

The accompanying printed copies of documents and correspondence with the executive department of the government show how these questions have arisen, and the reason of their being submitted to the Senate. They are questions of grave importance to the Choctaws, who anxiously desire a final settlement with the government, in order that the numerous individuals amongst them having valid claims may receive that justice which has so long been withheld to their detriment and serious injury; and that their national funds, dedicated as those funds are to the education and advancement of their people, may be augmented by whatever amount a just settlement with the government, and with individual Choctaw claimants, may leave for that purpose.

It will be perceived that we claim the full value of the lands ceded by us by the treaty of 1830. This was clearly and unequivocally promised us by the commissioners on the part of the United States who negotiated that treaty. It is what we distinctly understood we were to have, what we honestly believe we are entitled to, and what we contend a fair and just construction of the treaty would give to us. Any other result would be a falsification of the promises and pledges of the commissioners, and a cruel and crushing disappointment to the Choctaws. The commissioners announced distinctly that the United States were to receive no part of the value of the lands, or any profits arising from their sale; that the whole benefits of the treaty were to enure to the Choctaws. The government, therefore, cannot justly retain or withhold any part of that value, or those profits, if any there be.

It has been suggested, as an objection to our claim to a settlement on the bases of allowing us the net proceeds of our lands, that the treaty of 1830 ceding them, does not specifically provide for such an allowance. Of this fact we have all along been fully aware. The treaty, however, creates a trust fund out of the proceeds of the lands, with certain liens thereon for various special and specific purposes. That trust was created for our benefit, and if any balance remain of the fund after the discharge of those liens it belongs to the Choctaws. Such is the result of the clear and conclusive report of the government agent for the Choctaws, who was appointed to examine the whole subject. We do not think there can be a well-founded doubt on this point, but if there were, the treaty provides that the Choctaws shall have the benefit of it. The trust can only be fulfilled and the treaty carried out in its intent and according to the promises and pledges of the commissioners, and our consequent understanding of the contract by awarding to us the net proceeds of the lands. Hence our claim to a settlement on that principle.

Had the special provisions and obligations of the treaty been justly and faithfully carried out, we doubt if there would be any net proceeds of the land, whether the trust fund would not have been entirely absorbed.

By the 14th article of the treaty every head of a Choctaw family was entitled to appropriate a certain proportion of the ceded lands for the special benefit of him or herself and family, averaging from two to two and a half sections in each case. Had the Choctaws, according to their rights and intentions, been permitted to avail themselves of, and been secured in, the benefits of this article, the lands that would thus have been taken and appropriated, together with those granted by the nineteenth and the supplementary articles of the treaty, would have absorbed nearly the entire cession, certainly all of the lands embraced therein that were of any material value. Those which, in that case, would have been left to be sold by the government, might not have yielded a sufficient fund to meet the payments and expenditures for the Choctaws provided for in the treaty. There might have been a deficit which would have had to be provided for out of the treasury of the United States. We would, probably, have got in reservations and otherwise the full value of our lands, and even more.

We will not here go into all the particulars in regard to the *laches* and want of good faith, on the part of the government, in carrying out the treaty. Not one in twenty of the large number of those who were entitled to reservations, and intended to take them, ever got them. Through the strenuous efforts, the influence and the coercive course adopted by the government, the great body of the nation was hurried off to the country west, to the entire sacrifice of their individual rights and their property. They lost their reservations, with all their improvements thereon, and also their cattle and other stock, as well as their household stuff, which was so necessary to their comfort in the new country west. From a condition of plenty and comfort in their old homes, they were reduced to one of extreme destitution and suffering, in consequence of which many valuable lives among them were sacrificed.

Of the seven thousand Choctaws who managed to elude the efforts of the government to remove them, and also persisted in remaining and claiming their reservations, not one in ten got them. No proper measures were taken to secure them in their rights. They were driven from their reservations by white men, and their lands sold by the government. The laws subsequently passed to secure them an indemnity for their lost reservations, failed in a great degree to effect that object. In consequence of the restrictive and technical provisions of those laws, many just claims were cut off, and, in the cases admitted, the parties had to pay one-half of the amount recovered to attorneys, in consequence of the difficulty of establishing their claims according to the requirements of the laws. They were paid in scrip which they were unable to locate, and which had to be sold at a heavy discount. In no case did the indemnity received amount to more than from sixty-two and a half to seventy-five cents per acre. Had they been secured in their reservations, not one of them would have sold for less than one dollar and twenty-five cents per acre. In the limited number of cases where the parties managed to hold on to and secure their reservations, not one of them was sold for less than that price. Most of them were sold for far more. From this brief statement, which is in strict accordance with the facts, some idea may be had of the immense aggregate of the losses which the Choctaws have thus individually sustained.

Besides the claims to indemnity for reservations of which the Choctaws

taws were deprived, there are many other valid claims of individuals which have never been settled and paid by the government, among which we may enumerate those for money in lieu of reservations, under the 19th article of the treaty; those for stock, never paid for or supplied, as provided for in the 16th article; those for other personal property to a large amount, lost and sacrificed in consequence of the emigration not having been conducted by the government according to the same article; and those for idemnification for the expense of removal and subsistence on the part of the Choctaws, who removed and subsisted themselves and families at their own cost. These and other just and valid claims under the treaty of 1830 remain unsettled. The government has never made any just, equitable, or proper efforts to settle and pay them; and from lapse of time, loss of evidence, and the consequent impossibility of proving them in the manner and to the extent that the government is compelled to require in all such cases, to avoid fraud and imposition, it cannot now settle and dispose of them so as to do justice. This, however, can be done, and only done, by the authorities of the Choctaw Nation, the claimants and all the facts and circumstances connected with their claims being sufficiently known, understood, and appreciated among ourselves to ensure a proper settlement. Hence our propostion to the government to transfer this trust under the treaty to us, together with the fund, to enable us to discharge it. Our proposition has been accepted, subject, however, to the decision of the Senate, whether we shall have the trust fund under the treaty of 1830, namely, the proceeds of the lands, so far as the latter have been sold, and the value of those yet unsold, deducting therefrom the just and proper expenditures and payments which the government has made under that treaty; or whether we shall have a gross sum for the purpose, the amount thereof to be fixed by the Senate. The decision of that body is, by the 12th article of the treaty of the 22nd June last, to be final, and whichever of the two alternatives it may adopt and decide, the United States will be completely and forever released and discharged from all claims of the Choctaws, whether national or individual, and arising under, not only the treaty of 1830, but all other treaties between them and the United States, the Choctaws at the same time becoming liable for and bound to pay all such claims as are of an individual character. The obligations of the United States as to the latter class of claims, arising under any of the treaties with the Choctaws are not only transferred to us, but we are bound to discharge them; and, to ensure the faithful fulfillment of this stipulation, it is to be done under the supervision of the government agent. The decision of the Senate on the question submitted to it is therefore a matter of the greatest importance as well as the most anxious concern to the Choctaws.

We have no means of determining with any satisfactory degree of exactitude, the extent of the valid and unsatisfied claims of individuals under the treaty of 1830, and all other treaties with the Choctaws. This could only be ascertained after a long and patient investigation, mainly in the Choctaw country, which would consume much time and be attended with heavy expense. They are known to be numerous, and amount to a large sum in the aggregate. Whatever their extent, the United States will be entirely released and discharged from, and the Choctaws positively bound to pay them. Hence the necessity and obligation of a sufficient sum being provided for that purpose. It would be contrary to every principle of right and justice to saddle the Choctaws with these liabilities of the government with an inadequate fund for the just and proper discharge of them. We believe them to be so large, that,

added to the heavy payments and expenditures which the government has made under the treaty of 1830, they would not fall far short of absorbing the amount we would receive on the principle of allowing us the net proceeds of the land sold, and a fair price for those remaining unsold; so that to provide an adequate gross sum for their discharge would be equivalent to making us the above-mentioned allowance.

It is not for amounts, however, that we are contending, but for principle. Believing the Choctaws to be justly, equitably, and legally entitled to the full value of their lands ceded under the treaty of 1830, and anxious for a final settlement with the government, we have contended for the net proceeds of the lands so far sold, and a fair price for those remaining unsold. This is the only way that our people can be made to realize that they will receive the full value of their lands according to the understanding when the treaty surrendering them was entered into. So fully are they impressed with the conviction that this is the only just and fair mode of settlement, that they would be better satisfied with its results than with even a larger sum in gross.

In demanding the net proceeds of our lands we are asking for nothing new, for the same has been allowed to numerous other tribes of Indians; and though it does not become us to speak in our own praise, we confidently assert that our whole history will show that there is no tribe that better deserves to be liberally dealt with than the Choctaws.

Respectfully commending the whole subject to the kind and generous consideration of the Senate, in whose liberality and sense of justice we have entire confidence, your memorialists beg leave to subscribe themselves, with all deference and respect,

P. P. PITCHLYNN.
ISRAEL FOLSOM.
SAMUEL GARLAND.

PAPERS RESPECTING THE RIGHTS AND INTERESTS OF THE CHOCTAW NATION, AND THEIR RELATIONS WITH THE UNITED STATES, THE CHICKASAWS, AND OTHER INDIAN TRIBES.

THE CHOCTAWS: THEIR RIGHTS, INTERESTS, AND RELATIONS.

*Address of P. P. Pitchlynn, of the Choctaw delegation, to President Pierce, on presenting the appeal of the delegation in behalf of their nation.**

SIR: As the representative of a once powerful, but now a weak and dependent people, we come to-day to the White House, to approach him who occupies the position which the great Washington himself first filled—a position which the red man looks up to as the most exalted in the world, but where he may always come and ask for justice at the hands of his political "Great Father."

Our fathers before us took Washington by the hand, and pledged

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[*From the Washington Union of February 6, 1855.]

The appeal of the Choctaws.—Col. Pitchlynn's address to the President.

We were present on Saturday when the Choctaw delegation, consisting of Messrs Pitchlynn, Garland, Folsom, and Lewis, had an interview with President Pierce in regard to an adjustment of various unsettled questions between the United States and the Choctaw Nation. Col. Pitchlynn delivered to the President a most touching and eloquent address, which will be found in another column. The President expressed himself much gratified by the interview, and received the memorial and documents of the delegation with an assurance that he would take pleasure in devoting his earliest leisure to their examination, and with every disposition to see that full justice should be awarded to the Choctaws.

their friendship to the United States, and declared that it should last as long as the sun brought forth day and cheered the hearts of men. That pledge has never once been broken by the Choctaws. In all their relations with the United States they have ever sought peace, good-will, and friendship; and their treaty stipulations with the government have always been faithfully observed. In war they have perilled their lives and shed their blood in support and defence of the United States. In peace they have quietly and submissively yielded to their policy and wishes, though often at great sacrifices both of interest and feeling. No people ever gave stronger proofs of more durable friendship than that which has ever characterized the conduct of the Choctaws towards the United States. To your people we have been good men and true; we have done them no injury whatever.

We come before you as suppliants, not for merciful concessions, or even favors, but for right and justice. Once our possessions embraced the valuable and fertile territory now included in the States of Mississippi, Alabama, and Louisiana, and over which our sway was undisputed and supreme. There the bones of our ancestors for many generations repose, and there the Choctaws hoped to remain, to watch over them, and to be perpetuated as a free and independent nation. But another and a stronger race came and swept us away into a distant and wilderness land, where we had long to struggle against the depressing effects of sad and painful reflections upon the hard and unyielding policy which deprived us of our fatherland and cherished homes.

At the time of our first treaty with the United States, in 1786, when the Choctaws placed themselves under their protection, they owned and possessed about fifty millions of acres of land east of the Mississippi River, which was gradually, and by piecemeal, wrested from us, until, in 1830, we were required to cede the last foot of it to the government. For all this magnificent domain, the once undisputed heritage of our fathers, which has put millions upon millions into the treasury of the United States, we received the most meagre and inconsiderable consideration. The government required our lands, and we were compelled to submit and yield them up. It fixed its own price, and no alternative was left us but to agree to what it had determined we should accept. It has been enriched and otherwise benefited to an incalculable extent—we impoverished, prostrated, and exiled. Had our last and most important treaty—that of 1830—been carried out in a spirit of liberality and justice, we should not be disposed to complain. Could we now obtain our just and equitable rights under it, we would be satisfied. There are important matters involved in its provisions yet remaining unsettled. We wish to adjust them and all questions at issue between our people and the United States, so that there may no longer be any ground for dispute or controversy. The interest and welfare of our people require that this should be done. They know that they have just claims for large amounts against the government.

We were sent here a year ago, by our nation, to endeavor to effect a final adjustment of all our unsettled business, and to do whatever might be necessary to simplify and more satisfactorily define our relations with the government. We communicated to the proper department the objects of our visit, and the wishes of our people; and our respected agent, who then was here, was deputed to make an investigation, and report in relation thereto. On an invitation from him, we submitted, in writing, a full and detailed statement of the nature and extent of our claims, and the new arrangement desirable in regard to our political and municipal relations. He carefully examined into the several mat-

ters submitted to him, and made an elaborate report thereon, of a highly favorable character. It shows clearly that justice has not been done to us. It admits substantially all that we claim and desire. Being a gentleman of ability and high character, his report should, we think, have had some weight and influence in our favor; but it appears to have had none. Three of the members of our delegation having returned home, they have been sent back by the nation, with instructions to persist in our efforts to obtain justice. They have only recently arrived; and as our appeals to the department have resulted only in disappointment and mortification, we have no alternative but to submit our case to our "Great Father," the President himself.

In invoking your interference and kind consideration of our case, which you will find fully set forth and explained in the memorial and accompanying papers, which we ask permission to present to you, we beg leave to state our belief that issues of the most momentous character to our people are involved in the appeal which we now make to you in their behalf.

We have arrived at a critical point in our history, and much depends upon the course which the government shall now adopt towards us. We have struggled hard to regenerate and elevate ourselves in the scale of civilization. Every dollar that we could spare and every instrumentality in our power has been made use of to diffuse the blessings of education among our people, and to improve their moral and physical condition. But our means and resources are too scanty to accomplish but a little of what we desire. Our progress is too slow, and we are almost disheartened; but let our affairs with the government be properly and kindly adjusted; let only simple justice be done to us in the matter which we now submit for your consideration, and we believe a new and brighter day will soon dawn upon us; that the dark clouds which have so long obscured our future will pass away, and the sunlight of hope will gladden our hearts, exciting and encouraging us to renewed efforts and still nobler aims.

We regard, with deep interest, the plan which has been brought forward by a member of the Senate, whom we love and honor as a kind, disinterested, and zealous friend of our unfortunate race, for placing ourselves, and the other tribes in our vicinity in a position of political equality with our white brethern. It is one that we are anxious to occupy; but our present resources are too restricted and limited, we fear, to justify us in assuming it. Let us but have the means of giving a new, stronger, and wider impulse to the cause of education among our people, and to aid us in defraying the greater expense of a more elevated position and form of government, and we shall be proud to assume them. We believe a just and fair settlement with us by the government would give us means to a sufficient extent to justify us in assuming the new and more elevated position so kindly proposed to be held out to us. And we realize the necessity of some such change. We cannot remain long as we are. We must rapidly become a regenerated and enlightened people, and place ourselves, as nearly as possible, in a situation of equality with our white brethren, or we shall be overcome and destroyed by the mighty wave of population and civilization, which is rapidly spreading and rolling onward with accumulated and resistless force towards the remotest confines of this great country, and which has already engulphed such myriads of our race.

We believe, honored sir, that our destiny is in a measure in your hands. If you will consent to interfere, and cause justice and liberality to be extended towards us, we shall feel ourselves safe. We will en-

deavor to profit wisely and discreetly by the results of such kindness, whatever they may be; to vindicate and ennoble the wisdom and magnanimity which dictated your friendly interference in our affairs; and so to preserve and manifest our deep sense of obligation towards you, that your name may descend with reverence and blessings to the generations that are to come after us.

We now beg leave to place in your hands our written memorial and documents.

To his Excellency General FRANKLIN PIERCE,
President of the United States:

SIR: The Choctaw Nation of Indians, through the undersigned, their duly authorized delegates and representatives, respectfully present this, their humble appeal, to the Chief Magistrate of the United States. It is an appeal for justice, and, in your known magnanimity and generosity of character, we have a strong assurance that it will not be made in vain.

We were sent here by our people, more than a year ago, to endeavor to obtain a final settlement of our unadjusted affairs with the government, and to effect such changes in our existing treaty stipulations with it as are required by our more advanced and enlightened condition, and as would tend to simplify and render more satisfactory our relations with the government and with the people of the United States, with whom we are brought into contact, as well as with our brethren of other tribes. We were the more hopeful, in regard to the latter object, because the government, through its authorized officer in charge of Indian affairs, had proclaimed its desire to revise all the old Indian treaties, because of their being in many respects crude, vague, and unsuitable in their provisions, and to substitute others of a more simple, perspicuous, and satisfactory character. But we more than regret to say that we have thus far accomplished nothing. An examination of our unsettled affairs has been refused, unless ordered by Congress, with which branch of the government we should rightfully have nothing to do. And when, in compliance with a request to that effect, we simply and deferentially submitted an outline of the changes which appeared desirable in our conventional arrangements with the government, we were considered as making *demands*, some of which, appearing to be novel, were regarded as improper and presumptuous, and the whole subject apparently dismissed as unworthy of further consideration. All that we have asked for is justice, and the establishment of a more liberal and enlightened policy towards us. We have entirely failed in our efforts; while there is not a *northern* tribe of Indians for whom the same things substantially are not being done. With them, new treaties have been or are being made, by which their relations to the government have been, or are to be, modified; former controversies settled; old claims adjusted, and injuries repaired. While these things are being done for them, the rights and interests of the great semi-civilized southern tribes, who, by their progress and advancement in civilization, and in the pursuits of civilized life, have done most to confer credit upon the Indian policy of the United States, and upon whom the government must rely in case of difficulties in its Indian relations in the west, are, as it seems to us, slighted and neglected.

The representatives of the four great southern tribes—the Cherokees, Creeks, Chickasaws, and Choctaws—have, in turn, appeared here and

appealed to the government, in the most urgent but respectful manner, for justice and the exercise of a liberal policy in matters affecting their welfare and vital interests; but they have appealed in vain. There has certainly been a manifest distinction and discrimination between the northern and southern Indians, in the course of the government authoriries towards them—a distinction painful and humiliating to the latter. How to account for it we know not. It may have been entirely accidental. Of one thing, however, we feel assured, that it has not been authorised by you, and that it is a circumstance of which you cannot be aware. Overburdened, as you are, with matters connected with the the vast and complicated interests of this great nation, you have but little time and opportunity to make yourself acquainted with the condition and welfare of your poor and helpless red children. Yet, next to the Great Spirit, it is you, their "Great Father," that they look in all their difficulties and trials.

Of all the Indian tribes with which the government has ever had any dealings, there is not one more deserving of friendly, liberal, and magnanimous regard than the Choctaws. It is a remarkable fact, confirmed by history, that they are the only tribe which has never been in hostile collision with, and been conquered and subdued by, the United States. Never have they broken a promise or violated their plighted faith with the government. Under all and in many trying circumstances, they have faithfully observed all their treaty stipulations. Quietly submitting to the unyielding and uncompromising policy of the government, they, years since, became dispossessed of the last portion of their once vast domains, out of which have been formed several of the leading and most important States of the Southwest; and for which they received the most inadequate compensation. Had they been less loyal and submissive, and resisted the policy and wishes of the government, they would, in many respects, have fared better, as other tribes have done that have pursued the latter course. Appealing to the history of their past relations with the United States for abundant proof of their many and strong claims upon the liberality and magnanimity of the government, and invoking that justice which is due and has not been extended to them, they, with humble confidence, submit their case for the consideration of their "Great Father," the President of the United States. They propose, in this paper, however, only a partial statement thereof; referring to the accompanying documents for the facts and reasons, in detail, upon which their claims and pretensions are founded.

By the treaty of 1820 with the Choctaws, they retained a comparatively small portion of their once extensive possessions east of the Mississippi, for the permanent home of the more advanced portion of the tribe, who desired to remain in the country of the homes and final resting-places of their forefathers, and, eventually, to become citizens of the United States. The great Jackson assured the Choctaws that if they would consent to make that treaty, and to relinquish that portion of their lands which was ceded by it to the government, the remainder should be secured to them forever—that "the pegs should be driven down, and the lines marked, never to be obliterated." Under circumstances of a coercive character, the Choctaws, with great reluctance, consented; the treaty was made, and the remainder of their land secured to them in perpetuity, to be eventually divided and held by them in severalty. As a part of the consideration for the extensive and valuable cession thus obtained by the United States, the Choctaws were given the country they now occupy, west of Arkansas, for a home for the large portion of the tribe that was less civilized and preferred the

hunter mode of life. The game having become scarce in the old country, many had already wandered off and settled in that west. This western country, which, as stated, was given in part exchange for the cession east, was transferred and secured to the Choctaw Nation, also in perpetuity—as "a permanent home for the Choctaws and their posterity forever." The succeeding treaty of 1825, by which, to accommodate the government, a strip of the eastern portion of it was retroceded by the Choctaws, recognised it as their permanent possession. The Choctaws thus owned and held that portion remaining to them of their old country east, and that sold to them west by the treaty of 1820, by a permanent and secure title, which, as to that west of the Mississippi, has never been weakened or impaired by any subsequent transaction between them and the government. The treaty of 1830, by which they ceded their remaining country east, only regranted and confirmed it to them in a more formal and solemn manner, in order to comply with the provisions of the act of Congress, then recently passed, requiring the emigrated tribes to be specifically secured in their western homes by patent in fee-simple. This explanation of the position and rights of the Choctaws, at the date of the treaty of 1830, is, to some extent, necessary to a proper understanding of their just rights and claims under that treaty.

Referring to the accompanying copy (marked A) of our communication of the 1st of May last, to our agent, who had been specially commissioned to examine into the business with which the delegation was charged for a full statement of the facts and circumstances connected with the making of the treaty of 1830, and the grounds of our claims and demands under it, we will only say that, if that treaty can be fairly construed to give to our people no further rights and claims than there seems thus far to be a disposition in some quarters to concede to them, it was a cheat and a fraud, as discreditable to the government as it is unjust and humiliating to the Choctaws.

Like the treaty of 1820, that of 1830 was, in no slight degree, the result of coercion—of threats and representations of the most startling and alarming character. The Choctaws had long before determined never to sell another foot of their lands, the permanent and secure possession of which, together with the care and protection of the government, had been solemnly pledged and guarantied to them. The universal sense and determination of the nation was against any further cession, and they refused to treat on the subject on any terms. Through the means referred to, however, and the most liberal promises, the treaty of 1830 was obtained from them, and they thereby lost the last acre of their ancient possessions. The great object of the treaty, on the part of the government was to relieve itself of its obligations and promises to the Choctaws of protection in their possessions, laws, and customs, which could not be carried out without a conflict with State policy and laws.—(See preamble to the treaty.) Hence, and because the Choctaws had a perpetuity or fee-simple title to their lands, the commissioners promised them the whole and entire benefit to result from their cession. They were explicitly told by the commissioners that the government did not want their lands, but only the mere possession of them. It had enough of its own already; and the commissioners did not come as traders, to dispute about prices. They came as friends to do them full justice, and would take no advantage of them whatever, and all the benefits of the transaction would be theirs; none would result to the United States, which were to derive no advantage or benefit whatever from the value or sale of the lands. These, and

like promises were made and reiterated in every manner and form calculated to allure the Choctaws, and gain their assent to the propositions made by the commissioners, but all without effect, until they became panic-stricken by the threats and alarming representations made by the commissioners, of the withdrawal of the protection of the government, and the certain ruin and destruction of the Choctaws as a nation and people. We refer to the printed journal of the commissioners for the truth of what we here state, though it does not contain the final speech of the chief commissioner, who then held the high position of Secretary of War, which had the principal effect in freightening the Choctaws into a compliance with the wishes of the government. Immediately after that speech the treaty was signed, amidst great excitement and confusion, and without being read or interpreted. It was thus consummated in a moment of desperation on the part of the Choctaws, which was so great and universal, that it was dangerous for the commissioners to remain on the ground, or in the country, and they hurried off immediately, not even taking time to make and leave behind a copy of the treaty for the information of the Choctaws, which was promised to them. They had every assurance, however, that it contained all the commissioners had promised; and especially, that it secured to them the full and entire actual value of their lands, no part of which, as they were told, was to go to the United States.

The Choctaws, and we, as their delegates and representatives, contend that the treaty, as it stands, though less specific than the promises of the commissioners, upon which our people relied in hastily signing the treaty without its being read to them, does, by a fair and just interpretation, give to them the value of the lands ceded by it, viz: the actual proceeds of the sales thereof, after deducting the necessary and proper expenses of their survey and sale. We have successfully and satisfactorily established this proposition in the argument addressed to our agent on the subject, to which we have already referred. But, admit doubtfulness in the treaty on this point, the very article thereof (18th) which was intended to, and, according to our judgment, does secure to us the proceeds of the lands, provides "that in the construction of this treaty, wherever well-founded doubt shall arise, *it shall be construed most favorably towards the Choctaws.*" If there be any doubt, therefore, the Choctaws are entitled to the benefit it; but, taken in connexion with the pledges and promises of the commissioners, the treaty cannot be considered doubtful on this question. Further, in case of doubt or obscurity, we have the right, by a well-established principle of interpretation, to go back and refer to the facts preceding and connected with the formation of the treaty, and especially to the promises of the commissioners, as to what the treaty should contain, to show its meaning and intent. Between equals, this is a right which can be claimed only on the most clear and undoubted grounds; but between a great, powerful, and enlightened government, such as the United States, and a weak, helpless, and comparatively ignorant people, like the Choctaws, it is one which should be conceded on the slightest grounds of doubt. We humbly submit that it would ill become the dignity, honor, and fair fame of this "great republic" to stand upon technicalities in such a case.

In further proof of the facts and circumstances connected with the making of the treaty of 1830 and of our just and equitable rights under it, we refer to the accompanying letters (marked E and F) of General J. H. Eaton, who was the principal commissioner on the part of the United States in its negotiation, and General R. H. Grant, of Mississippi,

a gentleman of high character and undoubted integrity, who was present at all the councils, and knew everything that transpired therein.

We would respectfully call your attention to the report of our agent (a copy of which is herewith, marked B), in regard to our pecuniary rights under the treaty of 1830. Though taking a different view of the subject from that of our people and ourselves, it comes to the same result, viz, that the moneys realized from the sale of our lands, after discharging the proper liens thereon, fairly and justly belong to the Choctaws. That report was evidently prepared with great care; and we have no doubt the honorable Secretary of War will give ample testimony of the ability and integrity of the gentleman who made it. We have, in it, the judgment of an intelligent and reliable officer of the government, specially commissioned to examine into the subject, that our claim is a just one. We cannot but believe, sir, that on investigating it you also will come to that conclusion.

In pressing our right to the actual proceeds of our lands, we are not making a demand of a novel character, not asking what has not been allowed to other tribes. The same right was conceded to our brethren, the Chickasaws, whose country adjoined that of the Choctaws, east of the Mississippi, and whose title thereto was only the occupant or "Indian title." The treaty with them was made only a few years after that with us, and, as we understand it, upon the same basis, though they held their country by a title of far less dignity than we did ours. It was also granted to the Wyandotts and other Indians in Ohio, about the same time, and all the treaties recently made with the Indians in Nebraska and Kansas, with but one or two exceptions, in which large prices, in lieu, were agreed to be paid for the lands, are based upon the same principle.

We would call your attention to the individual claims of many of our people, under the treaty of 1830, whose rights have been totally disregarded or neglected by the government. They are briefly set forth and referred to in our argument before our agent, and in his report. We have shown why their further prosecution against the government is entirely hopeless; in consequence of which the Choctaw Nation has proposed to assume the settlement and payment of them itself, if the United States will do justice and pay over the amount due to it. For both these purposes a new treaty is necessary; and we humbly trust, sir, that you will see the propriety of directing one to be made with us, providing for a pecuniary settlement with the Choctaws, on the basis we claim, as a matter of right and justice. There are other important reasons why a new treaty should be made with us, as you will find on a perusal of our papers. We particularly refer you to the accompany copy (marked D) of our communication to the Acting Commissioner of Indian Affairs, of the 11th of July last, from which you will perceive that there are grave and important issues pending between the Choctaws and the United States—issues which must be met and settled soon; and which we hope your administration will have the credit of doing, instead of our being thrown off upon a succeeding one, or upon Congress, as proposed by the honorable Secretary of the Interior. Sir, we claim that the executive department of the government is not justified in referring us to Congress for a redress of grievances, arising out of the non-fulfilment of treaty stipulations. It cannot do so without a manifest disregard of its just obligations. With it rests the duty of carrying out the laws promptly, justly, and, in the case of a feeble Indian tribe, magnanimously; and a treaty is the highest kind of law. There is no more propriety in referring us to Congress, to prosecute rights and claims arising under treaty stipulations, than there would be in so referring a foreign nation having

demands arising in the same way. And what would be thought of the executive department of this government, not only by other governments, but by its own people, if it so sought to transfer its duty and responsibility to Congress.

The honorable Secretary of the Interior, in his letter to the Commissioner of Indian Affairs of the 20th June last (copy herewith marked C), summarily disposing of our case, and throwing us upon Congress, says: "If the annuities have not been paid according to treaty stipulations, let Congress, or one of the Houses, make a call upon the Indian Office and Second Auditor for the necessary statements and reports."

In order to demonstrate the injustice of such a decision, and the inutility of such a reference of us to Congress, it is only necessary for us to state that, under the last administration, without waiting for a call from "Congress, or one of the Houses," an investigation was made to ascertain whether our annuities had "been paid according to treaty stipulations." It was found they had not; that there was a large amount due to the Choctaws, under specific treaty provisions, which had never been paid. This fact was reported to Congress, and that body requested to make the necessary appropriation. But "one of the Houses," wanting further information on the subject, made a call for it on the honorable Secretary of the Interior. This call was made nearly two years ago, and the information has not yet been furnished, nor the appropriation made. Who is chargeable with this delay, or whether any one is to blame for it, we do not pretend to judge; but one thing is certain—that had we ever entertained any expectation or hope of effecting anything towards the settlement of our affairs through a "call of Congress, or one of the Houses," this circumstance would have completely annihilated it.

Sir, we regret that this paper is so long—that we could not, in justice to our people, make it shorter. Our business is complicated and important; involving many weighty facts, circumstances, and issues, not a few of which we have omitted to state. There is one point, however, which a deep sense of solemn responsibility constrains us to state before closing; and that is, that the future of the Choctaws materially depends upon what is now done, or omitted to be done, for them. They have arrived at a critical point in their history. They have made great advances in civilization. This has been done mainly by education. To promote this great cause, they have exerted every energy, and used all the means and resources they could command, for the purpose. These are, however, in a measure, failing; and public spirit on the subject, which has been sedulously cultivated and promoted in every possible way, is in danger of languishing, and the Choctaws of becoming discouraged and retrograding. In their anxiety upon the subject they are beginning to see and realize how slow is their progress, and how little is accomplished, compared with what might be effected if their means were more ample. They know that the government owes them sufficient to enable them to meet the exigencies of their situation; and they feel keenly its injustice towards them in the withholding of their just dues. In short, they have arrived at that point where continued injustice may ruin, or justice and magnanimity preserve, advance, and perpetuate them, as an educated, moral, industrious, and prosperous people. We believe that the issue is now in your hands. We leave it with you, hoping that you will perceive its importance, and the possible consequences involved in it. We believe, too, that it presents one of those happy occasions, seldom occurring in the life of any one man, when, by the manisfestation of only a commendable degree of personal interest, and a laudable exercise of authority, conferred for noble purposes, he can materially contrib-

ute to promote the improvement, welfare, and happiness of a whole people, and embalm his name and memory in their hearts, and in those of generations to succeed them.

Earnestly and hopefully commending the cause of the Choctaws to your kind and generous consideration, we have the honor to subscribe ourselves your excellency's friends and servants,

P. P. PITCHLYNN.
ISRAEL FOLSOM.
SAMUEL GARLAND.
DICKSON W. LEWIS.

WASHINGTON CITY, *February* 3, 1855.

WASHINGTON CITY, *April* 5, 1854.

SIR: After some deliberation about the best course for us to pursue, in relation to the leading object of our visit to this city, as delegates of the Choctaw nation, we have concluded to explain and submit it in writing, and therefore respectfully address you this communication.

The Choctaws have reached an important stage in their history and progress, having emerged from a state of pupilage and become sufficiently capable of taking care of themselves to justify material changes in their political and pecuniary relations with the United States. And they are anxious to effect such changes, in those respects, as may be agreeable to the government, and have a tendency to promote their advancement and prosperity.

Hoping that the recent movement in Congress, with reference to some modifications in our political relations, will lead to such as are necessary and desirable, we will not trouble you with any remarks upon that branch of the subject, but confine ourselves to that of our pecuniary affairs and interests, as connected with the government. These, including all questions of rights and claims of every description against the government it is our earnest wish to have finally adjusted and closed, so as to put an end to all further contentions with the United States in relation thereto, and to release us from that condition of uncertainty and dependence in which we have so long been placed, and which has so fatal an influence in repressing enterprise and industry among our people.

We might call your attention to many subjects and causes of dissatisfaction, but we shall notice only a few arising under the treaty of "Dancing Rabbit Creek." Nearly twenty-four years have elapsed since that treaty was made, during the whole of which time there have been contests and disputes of one kind or another in regard to the execution of its different stipulations, which, to a greater or less extent, have kept our people in a state of perplexity, uncertainty, and dependence extremely embarrassing and prejudicial to their interests and welfare. It is the fixed sentiment of our people that scarcely one of its executive stipulations has been carried out by the government in a manner to do justice and according to its intent.

Under the 14th article of the treaty, every head of a family in the nation could have remained east, and acquired sufficient quantities of land out of the ceded territory to have made them all independent. The great body of the people, however, yielded to the policy and solicitations of the government, and consented to remove west.

We were to have had ample time to prepare therefor, but every means

and appliance was used to hurry us off, and the emigration was disastrous in the extreme, in the loss of both life and property.

No means were provided to enable us to take with us such of our personal effects as were indispensable to our comfort and necessities, in re-establishing ourselves in a new and wilderness country, and no opportunity given us to dispose of them. We were pushed off and told by the agents of the government to leave them—that they would be paid for; but not a cent of indemnity therefor did we ever obtain. The treaty stipulated that our cattle should be valued and paid for, or others furnished, west; but, in a very large number of cases, no such valuation was made, and, of course, no compensation, in money or other cattle, obtained.

There are hundreds of just claims of this kind in the nation, which we have found it to be hopeless to urge on the government.

Some of the more independent of our people refused to be hurried off by the government agents, and to be removed under the uncomfortable arrangements provided. They preferred to, and did, remove and subsist themselves; thereby acquiring a right to compensation therefor, but which many have never received.

Consider the history of the execution of the 14th article of the treaty, and the wrong and injustice thereby inflicted upon a large portion of that class who elected to take advantage of its provisions. Their reservations were sold from them by the government as public land, or they were forcibly dispossessed of, or by threats and intimidations driven from them by heartless and lawless white men. When these facts became known to the government, justice required that it should repossess them of their property, but no effort for that purpose was made. They were told that their reservations were gone, and could not be restored.

For years they were petitioners in vain for some just remuneration for their lost rights; and when, at last, a law was passed for an examination of their claims, it prescribed a course of adjudication of so rigid and technical a character as necessarily to exclude many just claims. Those that did not come within the exact measure of this strict and restrictive law were rejected, though, in justice and equity, they were, under the circumstances, full as meritorious as those that were allowed. From lapse of time, and death and dispersion of witnesses, cases that did not come within the specific requirements of the law could not be established.

The investigation was such as could be successfully met only by intelligent persons, familiar with judicial proceedings, and who had known, from the first, the importance of preserving and preparing for the establishment of every fact connected with the loss of their rights. Not one of the claimants could meet it without the assistance of able and astute attorneys, whom they were all compelled to employ, and to agree to pay one-half of what was recovered for them.

Many of the reservees, despairing of obtaining any remuneration from the government for their lost rights, and being destitute of means and resources, were compelled to take a refuge with their brethern in the west, before the law passed for the adjudication of the claims. All such the law cut off entirely, because they had removed; while, in the case of those who remained, and whose rights were established, the government withheld the inadequate compensation it determined to allow them, unless they did remove; though they were citizens of Mississippi, and, by the treaty, were entitled to remain and enjoy all their rights there. It is true, that a portion of one-half of the scrip that was granted them, in lieu of their lost reservations, was paid east of the Mississippi

river; but it was paid in such a manner that it all went into the hands of attorneys and speculators, and was of no benefit whatever to its rightful owners. Most of that which was paid to them, was issued in the Choctaw country west, where they could not locate it; and it was comparatively valueless. They had to dispose of it for what they could get from speculators, combined together to obtain it at the lowest rates. The price realized was seldom greater than about thirty-one and a quarter cents per acre—only one-fourth of the lowest price they could have obtained for the lands they could have located with the scrip, had it been given to them east. Their own lands, to which they were entitled under the treaty, but of which they were dispossessed, they could have sold, in many cases, for from five to ten dollars an acre.

The result is, that those who have obtained anything, have received the merest pittance—a compensation wholly inadequate; while there are hundreds, whose claims are quite as just and meritorious as those that have been allowed, that have never received anything.

The 19th article of the treaty likewise granted reservations, of limited extent, to particular classes of our people, without the condition prescribed by the 14th article, of their remaining thereon, and which they were at liberty to sell with the assent of the President. But, if these preferred or omitted to take the reservations, they were to be compensated therefor in money, at the rate of fifteen cents per acre. Many claims of this class remain unadjusted and unpaid, notwithstanding the repeated solicitations, prayers, and efforts of our people to obtain a settlement of them.

But we will not proceed further with this painful recital of individual rights sacrificed and neglected. The claims that have grown out of them are numerous and just, and ought to be settled. They have continued to be asserted and urged, from time to time, for more than twenty years, but without effect. It is hopeless longer to press them upon the government, as they cannot now be proved up with that accuracy and certainty which it requires in all cases to avoid fraud and imposition.

They can be settled, in a manner to do justice, only by ourselves. We know the parties and all the facts connected with their demands; and how far the latter are well founded, and worthy of compensation or otherwise. So long as they remain unadjusted, our people will be kept in a state of controversy and excitement. The authorities of the nation, and our agent, will continue to be importuned, as they are now, so that they will have no peace in regard to them; while the claimants, in the hope of obtaining justice, will continue to rely on the expectation thereof, to the neglect of all other duties and interests; setting an example of idleness, pernicious and hurtful to others, and too likely to be followed by many.

There are, also, important national claims and pecuniary rights requiring to be adjusted and settled. We will, however, mention now only one case of this kind in which injustice has been done to us—deferring, till a more appropriate occasion, a full and complete exposition on this subject should it become necessary. We refer to the simple matter of "arrearages," payable to us as annuities, about which there should have been no mistake or difficulty. The amounts are fixed, and should have been paid over regularly and without abatement; but this has not been done.

An investigation, in the office where the vouchers and evidence of all the payments and expenditures to and for us are kept, made at the instance of your office, nearly two years ago, shows, beyond dispute, that of the amounts due and payable on this account from 1831 to 1850,

the considerable sum of over ninety thousand dollars has been withheld and never paid.

We wish to make an arrangement for a final adjustment of all such matters, both individual and national. We propose to release the government from all further obligation and liability in regard to the former, which we will assume and settle, with the assistance of our agent, out of our own funds, if we can obtain and have the requisite control over what is justly and fairly due to us. What would be the aggregate of the amount to which we are entitled, we do not know. A proper investigation would be necessary to ascertain it. Such portion of it as might not be required for the satisfaction of the private rights and claims, which we propose to assume, we wish to consolidate or convert into one single national fund, applicable to great national objects and purposes only; such as education, necessary governmental expenses, on an economical scale, and legitimate and proper objects of internal improvement; as roads, bridges, mills, mechanical establishments, and agriculture. We desire to put an end, now and forever, to everything like distributive annuities, which we consider a curse instead of a benefit.

To secure the desirable and important ends we have thus briefly and imperfectly submitted, a new treaty will be necessary, which we are fully empowered to enter into, should it be the pleasure of the government to entertain and consent to the proposition. We would also be glad to enter into a new treaty, for the excellent reasons recommended in your annual report—to establish one simple code, easily understood and administered, in lieu of the rude, inharmonious, and, in some cases, inconsistent, stipulations of our various existing treaties.

From motives of delicacy, we have abstained from consulting our esteemed agent upon the subject of this communication; leaving him free to be first consulted by the department thereon, so far as it may think proper so to do.

With great respect, we have the honor to be, sir, your most obedient servant,

P. P. PITCHLYNN,
ISRAEL FOLSOM,
SAMUEL GARLAND,
DICKSON W. LEWIS,
Choctaw delegates.

Hon. G. W. MANNYPENNY,
Commissioner of Indian Affairs.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, April 13, 1854.

SIR: I have the honor to submit, for your consideration, a communication from the Choctaw delegation, now in this city, proposing an arrangement for the purpose of settling all outstanding matters between them and the government, and of substituting one simple convention, in lieu of the complex and somewhat heterogeneous treaty provisions now in force between their tribe and the United States, in conformity with the general recommendation in my annual report, in favor of such an arrangment as the latter with all the tribes similarly situated.

The proposition is one deserving of the favorable consideration of the department. There are, doubtless, outstanding matters with these Indians that should be finally adjusted and closed; and a new convention of a proper character, in lieu of those now existing, would much simplify

our relations with the Choctaws, and save much trouble and embarrassment in the management of their affairs.

The subject will, however, require preliminary investigation and conference with the delegation, which my other pressing engagements will not admit of my attending to in person.

I therefore recommend that this duty be assigned to agent Cooper, who is now here, so that the department may be fully informed of the magnitude and nature of the claims of the Choctaws, and be better prepared to enter into such an arrangement with the delegation as may be suitable and proper for the accomplishment of the objects in view.

Very respectfully, your obedient servant,

GEO. W. MANYPENNY,
Commissioner.

Hon. R. McCLELLAND,
Secretary of the Interior.

DEPARTMENT OF THE INTERIOR,
Washington, April 15, 1854.

SIR: I have considered the subject of your letter of the 13th instant, submitting a proposition of the Choctaw delegation, now in this city, to settle all outstanding matters between them and the government, and of substituting a simple convention in lieu of the treaty provisions now in force; and approve your recommendation of the course which should be pursued for the accomplishment of the objects in view, and request that you will take the necessary action to carry into effect the arrangements proposed.

The paper which accompanied your letter is herewith returned.

I am, sir, very respectfully, your obedient servant,

R. McCLELLAND,
Secretary.

COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, April 20, 1854.

SIR: Enclosed is a copy of a communication from the Choctaw delegation, proposing a new arrangement for the purpose of settling all outstanding matters, and simplifying the relations between their tribe and the United States.

I enclose also a copy of my letter to the Secretary of the Interior, submitting said communication to him. He having approved the recommendation therein contained, the duty is accordingly assigned to you to confer with the delegation, and make the requisite inquiry and investigation to ascertain the character and extent of the claims of the Choctaws, and the arrangement that will be necessary to accomplish the object in view. You will proceed to the performance of this duty without delay, and report the result of your investigation and views upon the subject.

Very respectfully, your obedient servant,

GEO. W. MANYPENNY,
Commissioner.

DOUGLAS H. COOPER, Esq.,
United States Agent for Choctaws, present.

A.

WASHINGTON CITY, *May* 1, 1854.

SIR: In regard to that portion of your letter of the 20th ultimo, which we acknowledged on the same day, inviting a communication from us in relation to the character and extent of the claim of the Choctaws against the United States, we beg leave to remark that we have not assumed the position of contending for the payment of any particular claims by the United States. That there are just claims to a large amount, arising under the Dancing Rabbit Creek treaty, which have never been settled, you cannot but be aware, from what you have already learned during even your brief official connection with our people. To the more important classes of these claims, we briefly adverted in our letter to the honorable Commissioner of Indian Affairs of the 5th ultimo, which has been referred to you. We also stated some of the reasons why, at this late day, we never could hope to effect a just settlement of them by the government. The unavailing efforts of twenty years to accomplish that object, leave no ground for any other conclusion. The most of the claims depend upon facts, which our people are unable to establish in such a manner as to bring them within any rule of adjudication and settlement which the government has been, or will be, willing to adopt. We have been dealt with as though we were intelligent white men; having the capacity, and knowing the importance of collecting and preserving evidence in relation to the claims. From lapse of time, these facts cannot now be substantiated to the satisfaction of the government. They have, in a measure, become only traditionary; yet the claims are not the less just, and ought to be settled. Until this is done in some way, neither the authorities of the nation, nor our agent, will be free from embarrassing and perplexing importunity upon the subject. An Indian never gives up a claim which he knows to be just, but will continue to urge and press it at every opportunity. And, unfortunately, he will, as a general rule, do very little else tending to his advantage. He will live on in hope of obtaining his demand, and the result is a life of idleness and misery. From the number of those among our people having unadjusted claims, we have seen but too many such examples.

Though these individual claims can never be proved up, so that justice can be done directly by the government, they are known, or can be ascertained among ourselves, and, with your assistance, they can be justly and satisfactorily disposed of, so as to put an end to them forever. This we are willing to do out of our own funds, if we can effect such a national settlement and arrangement with the government as we and our people desire. As to the extent of these claims, we are not in a situation at present to furnish any accurate information. We have not the means of making any reliable estimate of their amount. They are known to be numerous, and it will require a very large sum to satisfy them. Should the department insist on an estimate of them, we must ask your kind assistance in the preparation of one.

We now proceed to explain the arrangement and settlement we desire to make.

Under the 18th article of the treaty of Dancing Rabbit Creek, we are entitled to the fund arising from the sale of our lands, ceded under that instrument; subject, of course, to a deduction of the expenses of surveying and selling them, and of the amount of the several pecuniary obligations and payments provided for in the treaty, and which constituted "the debt" to "be provided for and arranged," mentioned in the 18th article. The proceeds of the lands were not to be paid over

to us as the latter were sold, but were to be retained and preserved by the government, and remain a pledged fund until the payment of the obligations, or debts referred to, had been completed. The reason of this arrangement was, that it was not known when or for what prices the lands would sell. No reasonable calculation could be made as to when their sale would afford any particular amount of income; and, in the mean time, it was necessary to make provision for the emigration and subsistence of such as could be disposed to remove; compensation for property which they would not take with them; annual means of support, after removal, for a series of years; purposes of education, &c., &c. Provision was made in the treaty accordingly: the principal payments being an annuity of $20,000; expense of educating a specified number of youths; and the employment of certain teachers. These were to run for twenty years, which would give ample time, as was supposed, for the sale of the lands, or of all that were of any material value.

The fund arising from the sale of the lands being pledged to remain with the government until the payment of the debts, we were, of course, precluded from calling for it until they had been paid. Some of them, of an individual character, are not yet paid, as already stated; but, for the reasons given, there seems no reasonable ground for hope that they ever will be, unless in the manner suggested. The principal debts have, nominally, been paid, though, in respect to annuity, the payments have fallen short of the aggregate of the amount specified in the treaty, some ninety thousand dollars, as stated in our letter to the Commissioner of Indian Affairs. The time for their payment has, however, expired, and we therefore feel justified in now calling upon the government for a settlement under the treaty. We presume there can exist no just cause of difficulty in making a settlement, so far as the lands have been sold. But a portion of them yet remain undisposed of; and, in order to make a final settlement with the United States, as we are anxious to do, we wish to relinquish all claims to, or on account of them, for such a rate or amount of consideration as may be fair and just, and the government is willing to allow. To effect this purpose, and to relieve the United States from all further liability on account of the unadjusted individual claims under the treaty, and to provide for their settlement and payment by ourselves, a new treaty will be necessary; by which, also, we desire to accomplish the other object stated in our communication to the honorable commissioner, viz: the simplification of our relations with the United States, by the substitution of one plain, simple convention for all the various stipulations of the several treaties between us now in force.

We have thus briefly stated what we desire, and our understanding of our pecuniary rights under the treaty of 1830, which is in strict conformity with justice, and with what the commissioners, who negotiated the treaty, promised. The 18th article of the treaty being, however, somewhat vague and inexplicit, may be liable to have a construction put upon it that would do us great wrong and injustice, by those unacquainted with the circumstances of our position at the time of the treaty, and important facts in relation to the latter, having a material bearing in regard to its correct interpretation on the point under consideration. We deem it proper, therefore, to submit, in as short a compass as we can state them, the grounds upon which our view of the question is founded.

Prior to the treaty of Doak's Stand, in 1820, the Choctaws had made large cessions of territory to the United States, without receiving

any just or adequate equivalent. For one of a considerable extent of territory, made by the treaty of 1802, only the pitiful sum of one dollar, and a small quantity of dry goods and a few other articles, were agreed to be given by the United States. Having derived no substantial advantage from these cessions, and parted with all the lands which they believed they could spare, the Choctaws determined to keep what remained to them for their own use, and to cede no more. This determination, however, did not avail them. The government was equally determined to have more, and, by threats and intimidation, drove them into the making of the further cession of 1820. To provide effectually for the accomplishment of the object, they sent to us, as one of the commissioners on that occasion, that great man and master spirit, General Andrew Jackson, under whom the Choctaws had fought on the side of the United States in 1813 and 1814, and whom they loved and respected. Notwithstanding their great regard for him, however, they were wholly unwilling to agree to treat for a further cession of their lands, but were driven to do so in the manner stated.

The commissioners informed the Secretary of War that they found the Indians very much opposed to ceding or exchanging any land; that every chief was threatened with death if he consented to sell or exchange an acre; but that presents, judiciously applied to a few chiefs and influential men, to the amount of some $4,700, with a seasonable admixture of threats and cajolery, effected the desired exchange.

The Indians were told that the President had purchased land for them west of the Mississippi (to which some of the more restless of the Choctaws had gone); that those who would remove there would find a good country; and those who chose to remain could do so. They were threatened that, if they would not treat, a treaty would be made with those who had gone west of the Mississippi, in which case the United States might take their lands east for those west, acre for acre, and a cession be thus obtained that would cut up the country east, so as to infringe upon their population and destroy their schools. They were distinctly told that no other talk would ever be delivered by the President to the Choctaws east of the Mississippi; and that if they refused to treat, the patience of the President would be exhausted; they must submit to the consequences, and the nation be discarded from the friendship and protection of the whites; that the Choctaws and the whites could no longer be friends and brothers, and the Choctaw name would be irrevocably lost; that General Jackson had come to preserve them, and, if they did not treat, no foresight could calculate their distresses; that a heavy cloud might burst upon them, and they would be without friends to counsel or protect them; and that their existence was in their own hands, as a refusal to treat might be fatal to them as a nation. They were, over and over, assured that all who chose to remain might do so and be happy; that those who did should become citizens of the United States, and have suitable reservations, including their improvements, and be protected by the laws of the United States; that the President would *give* them land west of the Mississippi, and there perpetuate them as a nation; that their white brethren would not then ask them for any more land, and they were only required to cede such a part as would not interfere with their schools, or infringe upon the great body of their population; that the President wished to perpetuate the Choctaws as a nation, by collecting all who had emigrated, or should emigrate, and settling them together, *upon land of their own*, beyond the Mississippi; that if they did not treat, Congress would take the business into its own hands, as they had a right, by the treaty of Hopewell,

to manage the affairs of the Choctaw nation; that if they would cede part of their lands, the pegs should be driven down, and the lines distinctly marked, so that they could never be altered until they requested it themselves, or until they were advanced to that state of civilization when the land would be apportioned out to each family or individual in the nation.

Such was the conduct of the government towards us on that memorable occasion, when, by bribery of some of our chief men, and by "threats and cajolery," we were betrayed and coerced into the treaty of 1820, and a further cession of lands, contrary to our wishes and previous solemn determination.

That treaty ceded and conveyed to us our present country west of the Mississippi, in part satisfaction of the cession made by us east. The country west was not ceded to us "to be held as other Indian lands are held," as is generally, if not universally the case when the mere Indian title is conveyed. It was an out-and-out cession of the country, which we purchased with a large and important part of our cherished and far more valuable possessions east of the Mississippi. It was conveyed to us as land of our own, where we were to be perpetuated, as stated by General Jackson, and therefore in perpetuity, and, consequently, in fee simple. It was intended and understood as a grant in fee simple—as a purchase, as such, by the Choctaws. The Secretary of War (Mr. Calhoun) regarded and recognized the transaction as a full and complete purchase and sale; and when, in 1825, he purchased back from us a portion of our western country, lying within the present limits of the State of Arkansas, he inserted in the treaty, on that occasion, that the new line then established should "*constitute and remain the permanent boundary between the United States and the Choctaws.*" The delegation with which this treaty was made had urged that this should be expressed in the strongest possible terms; and, in answer to an inquiry from the War Department on the subject, in 1826, under another administration of that department, the officers in charge of the Indian bureau stated, or intimated, that our lands west were "guaranteed to us forever." Commissioners appointed in that year by the government to endeavor to buy out our remaining lands in Mississippi said the same thing. Thus we had a full, complete, and permanent title to our present country, which no after treaty stipulation or law was needed to complete or strengthen.

The treaty of 1820 secured, or stipulated to secure, to us a similar title to our remaining lands in Mississippi. General Jackson then told us that, at a future time, these lands should "be apportioned out to each family or individual in the nation," in fee simple, of course, and a provision to that effect was accordingly inserted in the treaty.

The result of the foregoing facts is, that the cession of our remaining country east, by the treaty of 1830, was not a cession of a mere possessory right to them, but of one that was a complete and permanent character, fully equivalent to, if not, in fact, a fee-simple title. And the lands west, again guaranteed to us by the treaty of 1830, formed no part of the compensation for the cession of those east. We already owned and held them by a title equal in validity and strength to that assured to us in the treaty of 1830; and the provision in that instrument on the subject was not put there to strengthen our tenure, or to change it into one of a really different character, but to give us a specific pledge of permanent title, to be embodied in a patent, in conformity with the policy of the act of Congress, then but recently passed, of May 28, 1830. These facts are of material importance, with reference to any vagueness

or inexplicitness in the treaty, on the question of our right to the proceeds of our lands, or to any doubt as to the proper and just construction of that instrument on that point.

Before proceeding to cite other facts, still more important on this point, connected with the inception and formation of the treaty of 1830, we will here state that, although every assurance was given to us by the commissioners who made the treaty of 1820 that we were to remain in the undisturbed and permanent possession of our remaining lands east, and they were secured to us by the treaty, to be eventually divided among us in fee simple, yet only a few years had elapsed when possession of them was sought by the government, a commission having been appointed to obtain them in 1826. Those commissioners offered us one million of dollars; payment of the value of our improvements—equal to half a million more; expenses of our emigration and subsistence, and reservations to the extent of 300,000 acres. We refused to treat on any terms, being determined not to dispose of our remaining lands. This was the feeling of the nation when we were again approached, for the same object, in 1830. Some restless, dissatisfied, and mischievous persons among us, however, took it upon themselves to cause it to be intimated to the government that we were desirous of selling our lands; and this was made the pretext for sending commissioners to treat with us therefor. Our fixed determination to the contrary was again overcome as in 1820, and in a somewhat similar manner.

We were told by the commissioners that if we did not cede our lands and remove west the State laws would be extended over us, and we would be liable to be sued in the courts, and to be tried and punished for any offences we might commit, and be subjected to taxes, compelled to work on roads, and attend musters, because Congress had not the power to prevent the States from extending their jurisdiction over us; that if we persisted in remaining east of the Mississippi we must surrender the lands west, and there would be no more offers to treat with us, no more commissioners sent to us, and we would be left to ourselves and to the operation of the State laws. After hearing the first talk of the commissioners we refused to treat; but after similar respresentations, and the liberal inducements held out to us, the treaty was agreed on, and signed in great haste, and amidst much confusion and excitement. A large portion of our people were greatly opposed to it. There was so much feeling upon the subject that it was dangerous for the commissioners to remain, and they had to hurry off immediately after the treaty.

From what the commissioners promised and said to us, we clearly understood that we were to receive the full benefit of the proceeds of our lands when they were sold. They said: "It is not your lands, but your happiness, that we seek; we seek no advantages, and will take none. Your Great Father would not approve such a course. He has sent us not as traders, but as friends and brothers, and to act as such. We will thus act, be assured. We come not to practice imposition upon our Choctaw friends, but to extend to them justice. This we will do." * * They had come to protect the Choctaws from injury, "not to cavil with them about prices. *As for their lands the government cared nothing, for it had enough. Their object was merely the possession of the country, without regard to anything of value or profit to be obtained from its sale.*" We were given clearly to understand, not only that the United States were to receive nothing of the "value or profit" from the sale of the lands, but that the benefit thereof was to inure to us, and we understood the treaty to provide accordingly; though, as stated, it was completed under

circumstances of great confusion and excitement, so that it was difficult for us to obtain a clear comprehension of the precise force and effect of its provisions as written out; and it was read to us but once before it was signed.

Among the chief inducements to many of our people to assent to the treaty were the stipulations for reservations in the 14th and 19th articles, particularly the former, under which all that chose to do so could remain and receive quantities of land sufficient to make them independent. The reservations of this class, according to the talks of the commissioners, were not to be assigned merely as so much land, but were to be taken with reference to a stated rate of value, viz, the minimum price of government lands; and those who received them were not to participate in the pecuniary benefits of the treaty. There was thus to be a kind of settlement between those who remained and those who should emigrate, with reference to the benefit to be derived from the value of the land. The former were to receive, as their share, large portions of the land, according to its estimated real value, and the latter the benefit of the remainder. If this were not so, why fix a rate of value for the lands to be taken out of the cession by the reservations, as was done by the commissioners?

There was a large portion of our people disposed to remain and take reservations; but, as the principal object of the government in making the treaty was to effect our removal, and it was anxious, and urged and insisted that we should go, and as we were to get the benefit of the value of our lands, the great body were induced to forego the privilege of remaining, and to submit to the policy of the government by emigrating.

We will now call your attention to the provisions of the treaty itself. The 18th article says: "And for the payment of the several amounts secured in this treaty, the lands hereby ceded are to remain a fund pledged to that purpose until the debt shall be provided for and arranged." Now, the lands could not constitute a fund, nor was it them that were to remain pledged for the payments mentioned in the treaty; for they were to be surveyed and sold. It was the proceeds thereof that were to remain a pledged fund. This and other loose and unprecise language in the treaty shows how inartificially it was drawn up (to use an expression of a former Commissioner of Indian Affairs we have heard of, in relation to the treaty made with the Cherokees in 1835), and how easily a construction might be placed upon some of its provisions that would do us great injustice. Not a dollar of this fund was to be touched; it was to remain pledged as it accumulated. The government could not use any portion of it for its own purposes; it was to remain a sacred trust, to be held inviolate for our ultimate use and benefit. We presume it has been held and reserved intact, though, reposing on the pledge in the treaty, we have not felt at libetty to intimate a doubt of the good faith of the government by making even an inquiry on that subject.

If this fund was not to belong to us, after the payments mentioned in the treaty—the debt therein referred to—had been "provided for and arranged," why was a provision so novel and unusual in an Indian treaty inserted in that with us? There was certainly no necessity therefor if the fund was to belong to the government. It had ample means, to say nothing of its credit. It had then, as now, a rapidly accumulating revenue, which, in a few years, enabled it to pay off the whole of its national debt, and to distribute a large surplus among the different States. No such pledge was, therefore, necessary to secure the com-

paratively paltry payments, for special purposes, provided for in the treaty; and the Choctaws did not require, or even think of requiring, any security for that purpose. Why, also, if we had no further interest in the lands after their cession—if they and all their proceeds belonged entirely to the government—was it necessary or expedient to make the stipulation with us, for their survey and sale, that is contained in this same 18th article of the treaty? If we had no further rights in regard to them, it would have mattered not to us what became of them. The government could have done anything it pleased with them. It could have surveyed and sold them, or not, as it chose. It could even have given them all away as they stood, without survey, had it deemed such a disposition of them expedient and proper. But, sir, there is not a doubt on our minds upon this subject. These provisions were put in the treaty for our sole and exclusive benefit, and to carry out the promises of the commissioners, and the understanding founded thereon—that we, and not the government, were to have the whole of "the value or profit" of our lands. The fund, after the payment of the proper charges upon it, therefore, belongs to us, and not to the government. Such was our understanding, and such is the treaty—justly and fairly construed. But were there any just ground for doubt on this subject—which we do not admit—this 18th article of the treaty is wound up and closed with the very significant provision, "that, in the construction of this treaty, wherever well-founded doubt shall arise, it shall be construed most favorably towards the Choctaws." The addition of this stipulation, to this particular article, is significant. To us it was, pecuniarily, the most important article in the treaty; and with respect to it, particularly, if there should be any doubt as to its just construction, it was to "be construed most favorably towards the Choctaws."

It may be asked why, if it was the understanding and intention that we were to have the actual proceeds of our lands, this was not clearly and specifically expressed in the treaty? To this we can only answer that such was our understanding, and such the intention of the commissioners, as their talks to us show, though, as written out and printed, they fall short of what was said and promised to us. It is clear, therefrom, that the United States did not seek or desire any portion of the benefit of the "value or profit" that might be derived from the sale of the lands; and that it was, consequently, to inure to the Choctaws. The commissioners were gentlemen of high standing and character. We had confidence in them, and that they would so fix the treaty as to perfect and carry out what they had clearly given us to understand, and they had promised. We supposed this was done, and have never entertained a doubt on the subject. The treaty, it is true, might have been more explicit; and, but for our reliance upon the commissioners, we might have looked more closely to its exact wording. But Indians never confide partially; and we had full confidence in the commissioners, and supposed the treaty was all right. And we were compelled to rely upon them the more, because, as we have stated, the treaty was made and signed under circumstances that prevented our people from having the opportunity to examine and reflect upon its phraseology, that their limited intelligence and want of education required, to enable them to comprehend whether their understanding of it, on all points, was fully and clearly expressed.

We have said that our view of our pecuniary rights, under the treaty of 1830, is in accordance with justice. We already owned the lands west. They are not, in any respect, to be considered as constituting any part of the compensation to be made us for those east. The latter

we owned and held under assurances and pledges which gave us a title to them of far greater dignity and strength than what is generally known as the mere "Indian title." We held, or had a right to them, under a fee-simple title, and we were therefore entitled to their full value, according to what they could be sold for by a judicious course of management. Were we denied their proceeds, and confined to the comparatively paltry sums, for particular purposes, specified in the treaty, we should be deprived of what is just and right, and was promised to us, and the treaty would be made a cheat and a fraud.

The reservations and payments to individuals comprised no part of the compensation for the country ceded. The former, and, in part, the latter, were nothing less than bribes or inducements, held out to the cupidity of individuals, to procure their assent to the treaty; and such of the latter as did not partake of this character were mere indemnity for individual property. We have not the means of making an exact calculation, but all the other obligations and payments mentioned in the treaty, that could in any way be considered as constituting compensation for our country, fall considerably short of one million of dollars, as we have no doubt you will find on an examination of that point. They do not amount to half of what we were offered in 1826, when we promptly, and without hesitation, rejected the proposition and offers of the government; and it is certainly not to be regarded as at all likely that, only four years after that time, with no change in our sentiments against ceding our country, we would consent to receive a sum therefor materially less than we had then refused. It is known that the value of our improvements, not provided for in the treaty, and the property lost by us during emigration, would amount to more than the aggregate of the obligations and payments referred to; so that, in fact, unless we obtain what we are now contending we are entitled to, we shall receive no real compensation whatever for the large and valuable cession made by us in the treaty of 1830.

We ceded over or full seven millions of acres of as fine and valuable country as the government ever obtained from any Indian tribe; and the obligations and payments to which we have referred, mentioned in the treaty, would not constitute a compensation anything like adequate even for the mere Indian title, while that by which we held the country was of far greater value, and entitled us to a far larger measure of compensation.

In claiming the proceeds of our lands, we ask for nothing more than was allowed to other tribes about the same time, and even to some who held their possessions only by the generally and unjustly depreciated "Indian title." It was conceded to the Chickasaws and others as a right to which they were entitled. The former lived by our side, and their country, though adjoining ours, was less desirable and valuable, and they held it only by the Indian title. We know of no reason why we should be less liberally dealt with. On the contrary, we believe that if there be any one Indian tribe, which, more than any other, is deserving of generous and magnanimous treatment by the government, that tribe is the Choctaws. Our relations with the United States have always been of an important character—more so than those of most other tribes; but we have given the government less trouble and concern, we venture to assert, than any other of our strength and importance.

The Choctaws have always been the fast friends of the United States and their citizens. They have stood by them in war, fought on their side, and freely shed their blood in their defence. Neither the elo-

quence of the renowned Tecumseh, nor the rich presents sent to them by the British, during the last war with that power, could induce them to break their pledges of friendship and fidelity. They were importuned and beseeched by their misled brethren, the Creeks, to join them in their hostilities against the United States. They refused. The Creeks then begged them to remain neutral. They answered by sending that great captain, General Jackson, an effective force, to aid him in subduing them; while, during the hostilities, they guarded and saved from destruction many of the white settlements in that section of the country. The Choctaws have never raised the hatchet against the United States; they have never stained their hands with the blood of a white man; and no American citizen has ever had good cause to complain of wrong or injustice received at their hands. They have always submitted, quietly and uncomplainingly, to the policy and wishes of the government—too much so, in fact, for their own interest. Other tribes, that have acted differently, have been treated with far more liberality.

We ask you, our respected agent and friend, and at the same time the representative and friend of the government, to examine somewhat into our past transactions with it; to ascertain the vast amount of territory we have ceded to it at different times, and for how inadequate an amount of consideration, and to satisfy yourself whether our unvarying good faith, long-tried fidelity, quiet submission to the policy of the government, and the very limited and inadequate benefits we have received from it in return, do not not now, at so important a crisis in the history of our people, entitle us, and our views and wishes, to the most liberal and generous consideration.

With great regard, your obedient and humble servants,

P. P. PITCHLYNN,
ISRAEL FOLSOM,
SAMUEL GARLAND,
DICKSON W. LEWIS,
Choctaw Delegation.

Gen. DOUGLAS H. COOPER,
United States Agent for Choctaws, Washington City.

B.

WASHINGTON, *May* 25, 1854.

SIR: on receipt of your letter of instructions, of the 20th ultimo, I immediately notified the Choctaw delegation of the purport thereof, a copy of my communication to them being herewith enclosed, marked A.

From their answer, marked B, you will perceive that, being unable to anticipate what action would be had on their communication to you of April 5, (marked C,) they were not prepared, forthwith, to submit an exposition of their views and wishes in reference to the matters which you instructed me to investigate and report upon, viz: "the character and extent of the claims of the Choctaws," and "the arrangement necessary for the purpose of settling all outstanding matters, and simplifying the relations between the tribe and the United States.

Their subsequent communication of the 1st instant, marked D, contains a full exposition of the character and the *extent*, in *principle*, of the demands of the Choctaws, as asserted by the delegation, and, in connexion with their communication to you, explains what they wish to

have done, in order to settle, finally, all outstanding matters of a pecuniary nature between their tribe and the government.

Their letter of the 15th instant, marked E,* embraces an outline of such provisions as they think necessary and desirable, to be substituted for the various stipulations of the different treaties now in force, for the purpose of simplifying and more accurately defining their relations with the United States.

It will be seen that by a construction which the delegation place upon the 18th article of the Choctaw treaty of 1830, in connexion with facts and circumstances which they state, showing the position and rights of the Choctaws under previous treaties of 1820 and 1825, and the explanations and promises of the commissioners who negotiated the treaty of 1830 [they claim that their people are entitled to the net proceeds of the lands ceded by them in 1830], after deducting the expense of their survey and sale, and the amount of the various obligations, or "debts," provided for in the treaty, so far as they have been discharged, for the payment of which the lands were pledged, to remain a fund for that purpose, under the 18th article.

For reasons which they state, they urge the government now to settle with them on this principle, so far as the lands have been disposed of, and that for those remaining unsold they be allowed a fair and reasonable compensation.

They contend that a large amount of the obligations, or "debts," provided for in the treaty of 1830, remain unadjusted and unpaid; that there is no longer ground for hope that they will or can be settled, in detail, by the United States; that this can only be done by the Choctaw nation, so as to secure some measure of justice with respect to the numerous individual rights still remaining unadjusted, and they propose to release the United States from all outstanding claims under the treaty, and to settle and pay them themselves, out of whatever amount would be left to them, on the principle of settlement above stated.

I have examined with much care and deliberation the communication of the delegates from the Choctaws, of the 1st instant, in which they assert the claim to the proceeds of the sales of the lands embraced in the cession of 1830, and have found the statement of facts and circumstances therein set forth to be, in the main, substantially correct according to official documents.

With reference to the treaty of 1820, see American State Papers, Indian Affairs, vol. 2, pages 230, 231, 242, 244, 234–'5–'7–'9, 240, 235–'6–'8–'9, 240, 702, 703, following the order in which the different facts and circumstances are stated. In regard to the treaty of 1825, see the same papers, 549, 552; attempted negotiations in 1826, same paper, 709 to 717; treaty of 1830, see Senate Doc. 512, part 2d, Indian removal, 1st session 23d Congress, pages 256–'7–'8, 259, 260–'1–'2–'3.

While I think the delegation have made out quite a plausible case, I do not find the claim, as presented by them, sustained by the *language* of the treaty of 1830, nor have I been able to discover any evidence going to show that, at the time the treaty was made, there was a *formal* understanding that the Choctaws were to have any balance remaining of the proceeds of the lands, after the payment of the obligation or debts provided for in that instrument.

It is true, as appears from the "talk" of the commissioners on the part of the United States, to the Choctaws, the latter were given to under-

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* Not important in this connexion, and therefore omitted, together with Gen. Cooper's remarks thereon.

stand it was the mere possession of the lands which the government desired; that it did not expect or desire any pecuniary advantage or profit from their sales, and that the sole objects sought under the proposed treaty were the benefit and welfare of the Choctaws. Yet the commissioners doubtless expected that the obligations and payments which they proposed and provided for in the treaty would fully equal the value of the lands, and leave no profit to the United States from their sale.

The idea that there would, under the treaty, be any pecuniary profit resulting to the government would certainly be inconsistent with the "talks" of the commissioners, as reported by themselves, and the well known friendship of President Jackson for the Choctaws. At the same time, it is to be presumed, if there had been any distinct agreement that the Choctaws were to receive the proceeds of the lands ceded, it would have been so provided in the treaty itself. I learned that President Jackson regretted that it had not been so stipulated. It is, however, apparent from the 18th article of the treaty, that the lands ceded were to be sold, and the proceeds remain a fund in the hands of the government, pledged for the satisfaction of all claims arising under the treaty of 1830, as well as former treaties, either in favor of the nation or individual Choctaws.

The 18th article of the treaty raises a trust, and makes the United States trustee, for certain purposes, viz, for the adjustment and satisfaction of individual as well as national claims under it.

If this construction be correct, although there was no *express* understanding that the proceeds of the sales of the lands belonged to the Choctaws, yet, upon the universal rule which applies to all trusts, and governs all trustees, or other persons acting in a fiduciary capacity, if, after providing for, and discharging all the obligations or "debts" intended to be secured by the donor or grantor, any balance arising from the sale of property thus conveyed—after paying all necessary expenses incurred in executing the trust—remain in the hands of the trustee, it results to the donor or grantor; and if there is a doubt on this point, the Choctaws are entitled to the benefit of it, according to the treaty, 18th article.

Had the Choctaws, generally, availed of the benefits of the 14th and 19th articles, allowing reservations, the whole value of the remaining lands would have been absorbed in satisfaction of the various other obligations or "debts" arising under the treaty. There would have been but little, if any, saleable land left.

The great body of the Choctaw Nation, however, quietly yielded, as this tribe has generally done, to the wishes and policy of the government of the United States, and removed west of the Mississippi River; thereby, to some extent, losing the benefits of the treaty. But, assuming that the treaty means, and was intended to mean, nothing more than it expresses—that the commissioners intended thereby to carry out what they gave the Choctaws to understand, and that the lands were only pledged for that purpose—the question arises, what was the extent and amount of the obligations of all kinds secured, or intended to be secured, under the treaty, and which the United States was bound to pay, or make good? And how have these obligations been carried out?

These constituted the consideration, or price, agreed to be allowed the Choctaws for the cession of their lands; and, in so far as they have not been carried out, injustice has been done, either to the tribe or individuals of the tribe. And to whatever extent there has been a failure, on the part of the government, to secure, pay, or make good the losses, there is still a subsisting equitable claim upon it in favor of the indi-

vidual claimants; and, in default of their assertion of the claim, then to the nation, which was charged to the extent of such claims in making the treaty. With a view of arriving at some definite and just conclusion on this point, I have sought information as to the amounts paid and expended by the government, under the various provisions of the treaty of 1830, or former treaties, and the amounts thereof. I am informed it can be ascertained only by an examination of the original accounts and vouchers on file in the auditor's office, which would require the labor of several months; I have therefore been compelled to abandon the attempt.

I proposed, also, to make a comparative statement of the extent or amount of the obligations, under treaty stipulations, and the net proceeds of the lands, as far as sold, but have not been able to obtain the requisite information from the General Land Office. I have been told there that it would take one clerk a year to furnish a correct statement of the quantity sold, the amount realized therefrom, and the proportion remaining unsold.

I do not perceive how any satisfactory settlement can be made with the Choctaws, based upon the principle of carrying out faithfully the treaty stipulations and obligations, without such information; and, even with it, the result would be uncertain, from the difficulty, if not impossibility, of ascertaining, with any degree of precision, the actual extent of several of the obligations provided for in the treaty, which the United States have not paid or made good—such as the claims of many persons to reservations under the 14th and 19th articles of the treaty, who were deprived of them by the instrumentality or the laches of the United States Government, and who have never received any compensation therefor; the claims of those who lost their improvements in consequence of the loss of their reservations; claims of individuals for the value of stock for which they have never been paid, though fully intended and provided for in the treaty of 1830. (See Major Armstrong's report and tabular statement of cultivation claims, under article 19, treaty of 1830, Senate Doc., Indian removal, 512, part 2, 1st session 23d Congress, pages 630, 631.)

That there are many just claims, of these and other descriptions, arising under the treaty, remaining unadjusted, there can be no doubt; and which, for the reasons stated in the communications of the Choctaw delegation, under date 5th April, and 1st May, cannot be settled in the manner provided for in the treaty, or in the laws of Congress (passed for the purposes of adjudicating them), so as to do justice. (See act of 1842, creating a board of commissioners, approved 23d August.)

In conclusion, I herewith submit a comparative estimate, or approximate statement, marked F (filed by the Choctaw delegation since their letter of the 1st instant), of the obligations provided for in the treaty, and the probable amount of the proceeds of the ceded lands, prepared from the best information they could obtain.

I have examined this statement carefully, and, from the most reliable information I am possessed of, obtained in the Choctaw country and here, I am inclined to think that part of it, embracing the extent of the obligations under the treaty, is as nearly correct as it could be made at this late date.

I am not prepared, however, to endorse all their estimates for damages, such as attorneys' fees, &c., incurred in prosecuting their claims, lost property, &c.

How far the other portion of it, respecting the proceeds of the ceded lands, will correspond with the actual results, I, of course, cannot say; having no means of judging.

The only plans upon which a settlement satisfactory to the Choctaws, under all the circumstances, can be made, would be, either to place them upon the same footing with the most favored tribes—such as the Wyandotts and Chickasaws, with whom treaties were concluded, a short time after the Choctaw treaty of 1830—allowing them the proceeds of the lands after deducting all expenses incurred by the United States in their survey and sale, and all money paid, and the cost of all articles furnished them; or to allow them a reasonable sum of money, as a compromise, in lieu of claims under the treaty of 1830.

DOUGLAS H. COOPER,
U. S. Agent for Choctaws.

Hon. GEO. W. MANYPENNY,
Com. of Indian Affairs, Washington, D. C.

Estimate of the several amounts in lands, money, farming utensils, rifles, blankets, removal and subsistence, &c., &c., intended to be secured to the Choctaw tribe of Indians, under the various stipulations contained in the Choctaw treaty of 1830; *for the payment of which the lands ceded to the United States by the Choctaws at that time were pledged.*—(*See article* 18*th of treaty of* 1830.)

Art. 14.—1,250 families, averaging 2½ sections of land, at $1.25 per acre, as reported by different boards of commissioners appointed by the United States		$2,350,000 00
Art. 15.—Reservations for chiefs, 12 sections	$9,600 00	
Salary of 3 chiefs, 20 years	15,000 00	
Principal chief, 20 years	10,000 00	
3 speakers, $75, 4 years	300 00	
3 secretaries, 4 years	600 00	
99 captains, suits of clothes and swords	5,000 00	
Salary for 99 captains, 4 years	19,800 00	
		60,300 00
Art. 16.—Removal and subsistence	1,200,000 00	
20,000 Indians, 20,000 cattle	100,000 00	
		1,300,000 00
Art. 17.—20 years' annuity, $20,000		400,000 00
Art. 18.—Damages arising in consequence of violation of this stipulation by the citizens and Government of the United States, viz: 1,250 families, claimants under article 14th, for houses and improvements	$125,000 00	
Do. 800 families, under article 19	80,000 80	
		205,000 00
Art. 19.—Cultivation claims and other reservations, at $1.25 per acre		605,000 00
Art. 20.—Education of 40 Choctaw youths, 20 years	$200,000 00	
Council-houses, &c	10,000 00	
Teachers	50,880 00	
Millwrights	3,000 00	
Blankets, looms, &c	200,000 00	
		513,880 00

Arts. 1 and 2.—Supplement: Additional reservations ..		65, 050 00
		5, 599, 230 00
Expenses incurred by Choctaws in prosecution of claims under the treaty of 1830, and on account of being driven out from their homes.....		1, 000, 000 00
Total		6, 599, 230 00

Settlement on the principle of allowing net proceeds of lands.

Total number of acres ceded to the United States under treaty of 1830, at $1.25 per acre; net proceeds at $1 per acre		7, 796, 000 00
Deduct for script paid	$1, 740, 000 00	
Reservations secured.....	300, 000 00	
Money and other articles paid	2, 178, 529 00	
		4, 218, 529 00
Balance net proceeds.....		3, 577, 471 00
Cr.—By unsaleable lands, at 62½ cents per acre.....		1, 288, 735 50
Balance due Choctaws.....		2, 266, 735 50

Or, amount secured by treaty of 1830, *for which lands were pledged.*

United States dr. to Choctaws, treaty stipulations....	$6, 599, 230 00
Cr.—By this amount paid.....	4, 218, 529 00
Balance due Choctaws	2, 380, 701 00

WASHINGTON, *May* 30, 1854.

SIR: In accordance with the intention intimated by us, we now take the liberty of submitting, in writing, the substance of the "talk" we had the honor of delivering to you yesterday morning.

In the first place, it becomes us to express our thanks for the kindness and courtesy with which we have, thus far, been treated by you, as well as for the promptness of yourself and the honorable Secretary of the Interior in putting the business submitted by us in a train of investigation.

Our business has now come to an important point, and we hope that a full and liberal consideration will be given to it. The Choctaws have been waiting patiently for twenty-odd years for a just settlement under the treaty of 1830, and we trust that such a settlement will soon be made. It is time that all matters between them and the United States were finally settled and disposed of. It is of great importance to them that this should be done. They wish to turn their whole attention and efforts to the improvement of their people, by the extension of schools, and other means of enlightenment and civilization. It is of consequence to them to know what resources they will have to rely upon. It is their wish and intention to devote all their means to that great object; they hope, therefore, that the government will now deal liberally with them, so as to contribute to so important a result. They want, however,

nothing but justice; but this it is impossible for an Indian tribe to get, unless the government acts in a liberal spirit.

They wish to say a few words in relation to the question of a separation between the Choctaws and Chickasaws. There appears to be an effort to place the former in the wrong. It seems to be forgotten that the existing relations between the two tribes, and between them and the government, are based upon solemn treaty stipulations. The connexion was not sought by the Choctaws, but by the Chickasaws themselves. They were glad to obtain the privilege of coming among the Choctaws, on the terms and conditions they did. They entered into the arrangement freely and voluntarily. The government was a party thereto, and stands as guarantor for its propriety and justice. There is neither right nor reason in asking the Choctaws to dissolve it on any idle pretext, and it is not to be expected that they can, with any self-respect, consent to a change under charges of injustice which have no foundation. If the Choctaws have done the Chickasaws injustice, let them prove it. The Choctaws are ready to meet that question, and to prove that all the charges and insinuations against them of tyranny and injustice to the Chickasaws are unfounded and unjust. If there are any real difficulties between the two tribes, if the Chickasaws have any real grievances to complain of, let them be specified, and the Choctaws are willing to submit them to the arbitrament of the government, in the manner provided for by the treaty. It has recently been settled between the two tribes that this course shall be adopted, and the Chickasaws are therefore estopped from further complaint, unless through the proper channel, as provided for in the treaty.

The paramount question with the Choctaws now is, what is the disposition of the government towards them? Will it first do them justice, before pressing the Chickasaw question upon them? Much may depend upon the course of the government in this respect. Justice should first be done towards them before it is assumed that they are guilty of wrong towards the Chickasaws, and appealed to to do them justice. Let the government first answer, and answer liberally, the appeal of the Choctaws for justice, and they will then be disposed to discuss, in an equally liberal spirit, the Chickasaw question. Until the government shows what it is disposed to do towards them, they must eschew the Chickasaw question. They must obtain justice for themselves first, especially as they acknowledge no injustice towards the Chickasaws. Should the government not deal liberally with them, and the Chickasaws continue to seek their end by misrepresentation, as they have heretofore done, the Choctaws must and will resist them and their purposes, and to the uttermost. Sooner than yield under such circumstances, they will say, both to the government and the Chickasaws—let the latter leave the country, and take back all the money paid us for the privilege of coming there to reside. It is in the hands of the government; let it be given back to them and let them find a more satisfactory home elsewhere. The Choctaws do not seek to oppose the policy of the government, in this or any other matter; they never have done so. They have always submitted quietly and peacefully—more so than any other tribe—more so than their true interests warranted. Had they been less submissive, it would have been better for them—pecuniarily, at least—as it has been for other tribes. If a proper and just course is not pursued by the Chickasaws, they have not money enough to purchase a compliance with their wishes by the Choctaws.

Finally, the Choctaws must adjourn any further discussion of the Chickasaw question, until they can have a full and fair opportunity to

settle their own affairs with the government. Two of the delegation now here are commissioners appointed to meet the Chickasaws on the first Monday in July next. They cannot be there; they are under the higher obligation to attend to the interests of their own people first. That meeting will therefore have to be adjourned. It would do no good were it to take place before the Choctaw business with the government is settled. Until that is done, the Choctaws must, as stated, decline to discuss the Chickasaw question.

Thus much the delegation have deemed it proper to say to the honorable commissioner on this subject, in order that there may be no misapprehension as to the position and course of the Choctaws.

With much respect. we are your obedient servants,

P. P. PITCHLYNN,
SAMUEL GARLAND,
DICKSON W. LEWIS,
Choctaw Delegation.

Hon. G. W. MANYPENNY,
Commissioner of Indian Affairs.

C.

DEPARTMENT OF THE INTERIOR,
Washington, June 20, 1854.

SIR: I have received and examined the report of Agent Cooper and the accompanying papers, submitted to the department with your letter of the 31st ultimo.

In regard to the claim of the Choctaw delegation, that the Indians are entitled to the net proceeds of the sales of the lands ceded by the treaty of 1830, "after deducting the amount of the obligations and payments for which the lands were pledged," I am of the opinion that, by the third article of that treaty, there is an *unqualified* cession to the United States of the Choctaw lands. The provision in article XVIII is nothing more than a pledge of the lands for the payment of the several annuities secured by the treaty.

Too great a length of time has elapsed since the congressional and executive action upon the subject matter of the 14th and 19th articles of the treaty, and it is otherwise deemed inexpedient to reopen the whole subject, and again enter into the inquiry of damages.

If the annuities have not been paid according to treaty stipulations, let Congress, or one of the houses, make a call upon the Indian Office and the Second Auditor for the necessary statements and reports.

With regard to the political, municipal, and internal regulations of the Choctaw nation, as some of the demands made by the Indians appear to me to be strange and inadmissible, I should be pleased to receive and consider such suggestions as your experience may enable you to make.

The papers are herewith returned.

I am, sir, very respectfully, your obedient servant,

R. McCLELLAND,
Secretary.

CHARLES E. MIX, Esq.,
Acting Commissioner of Indian Affairs.

D.

WASHINGTON, *July* 11, 1854.

SIR: We told you, yesterday, on your reading to us the letter of the honorable Secretary of the Interior, in relation to the matters we have submitted for the consideration of the department, that we were so surprised and mortified thereby, we would not trust ourselves to discuss, verbally, the points presented, but would address you a letter on the subject.

We had confidently hoped that the papers submitted by us would satisfy the department of the justice and propriety of making a final settlement with us, on the principle of allowing us the proceeds of our lands, ceded by the treaty of 1830, which was our understanding of the intention of that instrument, based upon the talks and assurances of the commissioners who negotiated it. With the report of Agent Cooper before him, we certainly expected nothing less than that the honorable Secretary would be satisfied that there was an obligation resting upon the executive department of the government to cause a careful investigation to be made, for the purpose of ascertaining how far the treaty engagements of the United States towards our people had been fulfilled. In the possible contingency of his not being satisfied of the existing obligations of the government towards us, we took the precaution, soon after Agent Cooper's report and other arguments were laid before him, to address him a communication, stating that in that case we desired an opportunity of being heard further in regard to the rights of our people. From the time that has elapsed, and our having heard nothing from him on the subject, we indulged the hope that he was satisfied as to our rights, as asserted by us, and that in time he would give us a favorable decision. His letter to you, without our having had an opportunity of being heard further, of course greatly surprised us. We ask permission to submit a few remarks on the points contained in that letter.

The honorable Secretary says that with regard to the political, municipal, and internal regulations of the Choctaw nation, some of the demands made by us appear to be strange and inadmissible. Now, sir we beg leave to say that he is altogether mistaken as to our having made any *demands* in that connexion. We have made none. The department had published to the country its views of the importance of new conventions with the various Indian tribes, to supersede existing treaties, in order to simplify their relations with the United States. We notified it of our readiness to comply with its wishes in this particular; and we were called upon to submit our views as to the provisions which should be inserted in a new treaty with us, for the purpose of defining in a clear and explicit manner the relations and mutual obligations between the United States and the Choctaws. With due diffidence, and with all deference to the better judgment of our agent and the other authorities of the government, we frankly submitted our view in a series of propositions for the consideration of the department. We made no demand, and insisted upon nothing. We simply complied with the invitation extended to us, leaving it to the department to approve, reject, or act upon our suggestions as it thought proper.

The honorable Secretary says that the cession by the third article of the treaty of 1830 was an unqualified one. In this he is greatly mistaken, as an examination of the treaty will show. The cession was on condition of the fulfillment of the obligations imposed by the treaty on the United States, and so long as one of those obligations remains undischarged the United States do not possess a full and complete trans-

fer of our title to the lands. It was precisely the same kind of cession as that by the Chickasaws and other tribes, who were allowed the proceeds of the lands ceded by them; and in case of representations on their part that the government had failed to do them justice, it would be just as legitimate and proper to interpose the allegation that the cessions by them were unqualified as it is in the case of the Choctaws.

The 18th article of the treaty of 1830 required our lands to be surveyed and sold, and the proceeds to remain a fund pledged for the discharge of the obligations imposed upon the United States. These proceeds, therefore, constituted a special trust fund in the hands of the government which could not consistently with the treaty be mixed with and merged in its general funds. And we know that it was the view of at least one Secretary of War, while our business was in charge of the War Department, that there should have been kept a special account of that fund, with a view to a final settlement with the Choctaws under the treaty. Adopting the construction given to the treaty by Agent Cooper, the conditions of the cession consist of the various sums of money and advantages secured by the treaty to the Choctaws; and so far as they, or any of them, have not been justly and properly "provided for and arranged" by the United States, there still remains in their hands a fund pledged for that purpose, arising from the sale of our lands.

The honorable Secretary says too great a length of time has elapsed since the Congressional and Executive action upon the subject-matter of the 14th and 19th articles of the treaty, and it is otherwise deemed inexpedient to reopen the whole subject and enter into the inquiry of damages. We have claimed nothing in the way of damages; and how can the honorable Secretary say that too great a length of time has elapsed since the Congressional and Executive action upon the subject-matter of the 14th and 19th articles of the treaty, when, so far, at least, as concerns the 14th article, there was Congressional action as late as the two sessions of Congress preceding the present, and the Executive action required thereby has not, so far as we are informed, even yet been made?

Permit us, however, to call attention to a part of the subject-matter of the 19th article of the treaty which seems to have escaped the Secretary's attention. We refer to what is known as the cultivation claims—the right of those who did not take or obtain reservations of land which they cultivated to a commutation in money therefor. A little examination will show that there has never been any settlement of these claims—that there has been neither Congressional nor any complete Executive action for that purpose. Such, also, is the case with regard to other claims and rights under the treaty.

But the action of Congress and the Executive, referred to by the honorable Secretary, has no bearing upon or connexion with the rights of our people whatever. It has reference, alone, to claims of persons formerly members of our nation, but who had dissolved their tribal connection and become citizens of the States—principally of Mississippi. Those of our people who were entitled to reservations, of which they were deprived through the palpable neglect of the government agent to register their names, or by the failure of the government to fulfil its pledge of preventing white persons from going into the country and driving off the reservees, had no provision made for them whatever. They were not represented in the applications made to the Executive and Congress for reparation for lost rights to reservations. They were excluded—their claims, we have the right to infer, being left for adjust-

ment in the settlement to be made with the Choctaw Nation and people under the treaty. The said action of Congress and the Executive had reference to the claims of a particular class of individuals not members of our nation; and the honorable Secretary's argument, therefore, has no proper application to, or bearing upon, the rights of our people, not yet "provided for and arranged."

The honorable Secretary's letter contains the following paragraph, which has not a little surprised us: "If the annuities have not been paid according to treaty stipulations, let Congress, or one of the Houses, make a call upon the Indian Office and Second Auditor for the necessary statements and reports."

Now, whose duty is it to see that annuities are duly paid, and other treaty stipulations fulfilled—Congress or the Executive? The latter, we judge, beyond all question. It is the special duty of the Executive to see that the stipulations of treaties are faithfully carried out; and, if authority or money for that object be necessary, it is incumbent on it, and not a poor Indian tribe, to make application to Congress therefor; and such has been the invariable practice under all just administrations of this government. The Indian Department has publicly taken the position, and caused the Indian tribes to be informed, that they must not employ attorneys to attend to their claims against the government—that they must submit them to the department through their agents, and they will be carefully inquired into and justice done them. We would respectfully inquire how far it is consistent with the position and promises of the department in this particular to refer us to Congress for an investigation of our claims and rights—which seems to be the intention of the honorable secretary. If such be the intention, we are too poor to send delegations here, year after year, to engage, unaided by those whose duty we think it is to secure justice for us, in the hopeless task of endeavoring to impress upon so large and inaccessible a body as Congress a sense of our injuries and rights. We shall have no other alternative than to throw ourselves upon our "reserved rights," and adopt such a course as will satisfy this great government that its best and wisest policy will be to deal liberally with us, and to do us full and ample justice. It will be a new position for the Choctaws, who have always quietly and peacefully yielded to the policy and requirements of the government; but it is one they are prepared to assume. In the first place, we shall insist that the efforts, which have for some time been making, to effect a political separation between the Chickasaws and us, shall go no further. We will plant ourselves upon the treaty establishing our present relations, and listen to no further propositions on the subject. The government is a party to that treaty, and must stand as guarantor of its integrity.

If, in consequence of the encouragement given by the authorities of the United States to the Chickasaws, the result should be a civil war, the consequences be on the government. As we have said, in a former communication, let it first do us justice before it again approaches us, to ask us to do what it considers right and just towards another people, to whom we have done, and are doing, no injustice.

In the next place, we can no longer consent to be the almoners of the government for all the small and poor tribes in our neighborhood, or who may wish to come into our country. We shall therefore have to demand the immediate removal of the several bands of Texas and other Indians who have settled within our limits; and if this demand be not complied with, we will remove them ourselves, using force if neces-

sary. The government must look to the consequences, whatever they may be.

Our country extends west to the headwaters of the Canadian, about the 103d degree of west longitude, and we are prepared to maintain our rights to a boundary that far west by facts and evidence which cannot be disputed. In the compromise with Texas in 1850, that portion of our country west of the 100th degree of west longitude was assigned to that State in direct and palpable violation of our rights. We must demand to be repossessed of this portion of our country; and, if this is not done, our people will take possession of it and leave the government to settle with Texas and the Indians upon it for such damages as they claim.

The time is now at hand when it will be necessary to seek accommodation, among the large southwestern tribes, for many of the Indians of Texas and others who cannot be provided with suitable homes elsewhere. Even the Kansas and Nebraska Indians cannot remain long where they are. They cannot be removed further west, for there is no country in that direction in which they can be sustained. They will soon be driven out by the white population, as we have all been from the States. There will be no place left for them but among the southern tribes. If the Choctaws refuse accommodation for these Indians, it is not likely it can be had from the other tribes.

We wish it to be distinctly understood, that we do not make these statements in the way of threats, but only to show the government what may be the consequences of a continued refusal on its part to do us justice. We understand our position perfectly; and we foresee and know that the government will yet have to rely upon us to enable it to surmount serious difficulties connected with the accommodation of other tribes and bands of Indians. We wish it simply to understand that, while laboring under a sense of injustice and injury, we will not be disposed to make any further concessions.

Finally, sir, the very unwelcome and painful question has arisen in our minds, whether the fact of our being a southern and a slaveholding people has anything to do with the apparent indisposition to act liberally and justly towards us; whether, under a northern administration of Indian affairs, we are to fail in our efforts to obtain justice for our people? We are beginning to feel that there is, somehow, a difference in the present disposition and policy of the government towards the tribes inhabiting different latitudes—that, were we a northern tribe, we would experience less difficulty and discouragement, than we have done.

We know that a treaty has been made with the Menomonees, relieving them, in part, from the operation of a former treaty, and making provision for a claim asserted by them on account of inadequacy of consideration allowed for the cession of their lands made by that treaty. A treaty has also been made with the Winnebagoes, to remedy injustice done to them by a former treaty in regard to the country assigned to them; and not only this—an investigation has been made, by the executive department of the government, into the manner in which the pecuniary and other obligations towards these Indians have been fulfilled from the year 1830. This investigation resulted in finding large balances due to them, some of which have heretofore been appropriated and paid, while a final balance, of some forty odd thousand dollars, has been estimated for at the present session of Congress, and is embraced in the Indian appropriation bill. We see, too, that an appropriation has been asked to defray the expenses

of a new treaty with the Michigan Indians, to revise their affairs and place them in a more favorable situation. As to the Kansas and Nebraska Indians, we understand that the most liberal arrangements have been made with them; and that, in the treaties which have been negotiated with them, provision has been made for claims under former treaties, without regard to "lapse of time." The contrast in our own case, and that of our neighbors, the Creeks, has very painfully impressed us. We trust that we may yet realize that the impression has been without any real foundation.

With respectful consideration, your most obedient servants,

P. P. PITCHLYNN.
SAMUEL GARLAND.
DICKSON W. LEWIS.

Hon. C. E. MIX,
Acting Commissioner of Indian Affairs.

P. S.—We respectfully request that this communication, or a copy of it, be laid before the honorable Secretary of the Interior for his consideration.

P. P. PITCHLYNN.
SAMUEL GARLAND.
DICKSON W. LEWIS.

DEPARTMENT OF THE INTERIOR,
Washington, September 25, 1854.

SIR: In consequence of the uninterrupted friendship of the Choctaw Nation of Indians towards the government and people of the United States, the interesting advances they have made in civilization, and other considerations equally calculated to incline the government to a liberal and generous policy towards them, I have duly and attentively considered their letter to you of the 11th July last, and, in connexion with it, considered all the questions involved in their present application, but without being able to arrive at any different conclusion.

The Choctaw delegation assert, in general terms, a want of compliance, on the part of the United States, with many of the stipulations contained in the various treaties which have, from time to time, been negotiated with them; and particularly that the Government of the United States has not fairly interpreted the nature and purposes of the cession of their lands to the United States as made by the treaty of 1830, and that the true intent and meaning of that treaty was to secure to them the proceeds of the sales of those lands after the several amounts secured to them thereby had been paid.

I am constrained to adhere to the opinion heretofore expressed, that, by the terms of the treaty, the Choctaws made an unqualified and unconditional cession of their lands to the United States, except only in so far as it required that the proceeds of the sales of the lands should remain a fund pledged for the payment of the several amounts therein secured to them. If this be not the true interpretation of the treaty, where was the necessity, and what was the object of the Indians, in retaining, as it were, a *lien* upon the ceded lands? And supposing, for argument's sake, their claim to be tenable, how is it possible at this time (no precautions having heretofore been taken with that view) to ascertain the cost to the United States of surveying and selling their lands, &c., and adjusting an account between the United States and the Choctaw Nation? I understood, that with the regular force in the

Land, Indian, and Second Auditor's offices, the examination which it would be necessary to make, to act intelligently upon the *general* complaint of the Choctaw delegation, to a non-compliance with their treaty stipulations, would require many months, and not then without extra clerical force. Under such circumstances, I did not feel warranted in diverting the force of those officers from their current labors, unless some specified instance should be cited wherein the United States have failed to comply with their engagements; and I repeat, that the nature of the present demands or wishes of the Choctaws is more properly a subject for Congressional action; particularly as, in view of the action of the government for a long series of years, and occasionally of Congress itself, the legal presumption is that the stipulations of the treaty have been complied with as well by the United States as by the Indians.

Should Congress entertain the subject, and call upon the department for information to enable it to ascertain and determine the legal or equitable rights of the Indians, that very call would, under the act of 1842, authorize the employment of the requisite extra clerical force to comply with it; and in such case it would be the pleasure as well as the duty of the department to furnish the fullest information on the subject.

In thus declining to accede to the requests of the Choctaw delegates, I wish them to feel assured of the kind feelings of the department towards their nation, and likewise of its sincere desire to act as liberally with them as the treaties and laws which it is bound to execute will justly warrant.

Their letter of the 11th of July last contains some expressions which, as I doubt not they were used without due reflection, I refrain from noticing.

All the papers in the case are herewith returned.

I am, sir, very respectfully, your obedient servant,

R. McCLELLAND, *Secretary.*

CHARLES E. MIX, Esq.,
Acting Commissioner of Indian Affairs.

E.

WASHINGTON CITY, D. C.,
December 19, 1854.

GENTLEMEN: As requested by you, I have carefully examined the views presented by Mr. Cooper, agent to the Choctaw Indians, in regard to the provisions of the treaty of September, 1830. As that treaty was made by me for and on behalf of the United States, you solicit my opinion as to the views presented by Mr. Cooper, and to which with propriety I can interpose no objection.

I am free to confess that, all the circumstances considered, the views of Mr. Cooper derive great force, at least to the extent of giving to the treaty an equitable consideration. A brief narrative of matters, as they then existed, will afford some light on the subject. Seemingly a conflict of authority was manifesting itself. The States had extended their laws, and the Indians being embittered at the idea, some open hostile conflict was feared. The State's rights portion of the country insisted that the duty of the general government was non-interference with the

States in the exercise of legislation within their limits; while a larger portion of the country held, that protection of Indian rights, and of their possession to the soil, were paramount to any authority over them which a State could exercise. The preamble to the treaty assumed this principle—that the Executive could not protect them against State legislation, which on ratification, although in nowise material to the treaty, was stricken out by a vote of the Senate. So situated and embarrassed, General Jackson sent General Coffee and myself to conclude a treaty, with no instructions given to us except one—"*fail not to make a treaty.*" If insisted upon, I would have given to the Choctaw people the entire net proceeds of the sale of their country, as I did a short time subsequently to the Chickasaws, in 1832.

Dissensions had existed among the chiefs approaching to apprehended rupture. When the treaty came to be signed, dissatisfaction was manifested. The Indians commenced to drink, and even hostility was threatened to such an extent that the commissioners, about sunset of the same evening, left the encampment.

At the concluding interview in council, when, for the second and last time, we had met for them to conclude or refuse the treaty, perceiving the decided opposition of the Indians, I addressed them (many knew our language), and said: "The United States neither need nor want your lands for any purpose of profit, for already they have lands enough and to spare; the only object is to have jurisdiction over your country, and save you from the encroachments of the whites, which cannot be prevented." I said, moreover, that "if a treaty were not made, the President would withdraw the agent and leave them under the State laws." These declarations had great influence, and thereupon they hastily came forward and signed the treaty. Thus a great gain was effected. The Choctaws were disposed of. Shortly after the Chickasaws, following the example, yielded up their lands. The Cherokees, in 1835, did the same thing; and thus, in five years, the perplexing question of Indian rights was disposed of and quietude restored to the benefit of all, or at least the four States, viz: Tennessee, Georgia, Alabama, and Mississippi.

The idea that the United States sought any pecuniary profit from their lands, or desired anything beyond a mere jurisdiction over the country, was emphatically disclaimed in the address I made to them. Added to this was a stipulation that the lands should remain a trust for the fulfilment of the engagements of the treaty. These two circumstances might well have induced the Indians to believe, as they now state, that the net proceeds of the sale of their country was to inure to them.

There certainly is strong equity on their side.

1st. Many of the reservations secured by the treaty were lost, which swelled, to the United States, the quantity of land ceded by the treaty.

2d. The consideration of purchase was small, for while the Cherokees received five millions and the Chickasaws the entire net proceeds of sales, the Choctaws received, for a larger and better country, not exceeding half a million of dollars.

If the design be to appeal to Congress, being thereto requested, I will, with pleasure, appear before the committee for the purpose of any further examination that may be desired.

Very respectfully, &c.,

JOHN H. EATON.

Messrs. P. P. PITCHLYNN *and others,*
Choctaw Delegates.

F.

WASHINGTON CITY, D. C.,
December 21, 1854.

GENTLEMEN: In answer to your letter of the 17th instant, I have to state that, for several years before the treaty of Dancing Rabbit Creek, I have been a licensed trader among the Choctaw Indians. As such, I had extensive dealings with them, and was well acquainted with the leading men, and with the great body of the people. There was a strong and, I believe, universal feeling in opposition to the sale of any portion of their remaining country in Mississippi. I was present during the negotiation and signing of the treaty, and when the proposition to sell their country was submitted by the commissioners it met with no favor whatever. The Indians were assembled in large numbers, and the promises made to them were of the most tempting character; but no one seemed to be in the least moved from what was obviously the fixed determination of all, not to sell. The commissioners were fully apprized of the unwillingness of the Indians to give up their country, and therefore acted on the policy of alternately exciting, to the utmost, their hopes and fears. Accordingly, the opening speech of General Eaton, which was mainly addressed to their hopes, was full of flattering assurances and promised blessings. Among other things of like character, he told them that their Great Father, General Jackson, by whose side many of them had fought, cherished a particular regard for his Choctaw children; that, feeling a deep interest in their welfare, he had sent him, the Secretary of War, to make arrangements with them, whereby the evils with which they were threatened might be averted and their happiness and prosperity as a people secured and promoted; that, to this end, it was necessary for them to cede their country in Mississippi to the United States, and remove to the country which they owned west of Arkansas; that, in asking them to do this, there was no design to take any advantage of them; that the government did not want the lands for the purpose of speculation or gain; that the right of jurisdiction over the country was all the government desired; and that all the pecuniary benefits resulting from the cession would inure to them. These and similar protestations and promises were reiterated in various forms of expression—all intended to impress the Indians with the belief that they would get the full value of their lands, and that the treaty would be in every respect eminently beneficial to them. The idea that the government desired nothing but the right of jurisdiction, and that all else was to be for the benefit of the Indians, was repeatedly presented, and with special emphasis. At the conclusion of this address the treaty, or the outlines thereof, which had been previously drawn up by the commissioners, was read and interpreted to the Indians; but, although they listened respectfully and attentively to General Eaton's speech, they paid no attention to the reading of the paper, during which there was a general conversational pow-wow going on among them. Their inattention to the reading was doubtless owing to the fact that at that time they had no idea of making a treaty, and consequently felt no interest in what the paper contained. The council then adjourned until the next day; and, when they reassembled, the Indians announced to the commissioners that they had considered what had been said to them, and that it was their unanimous and fixed determination not to sell their country. Thereupon General Eaton rose and delivered a very eloquent harangue, the object of which was to alarm the fears of the Indians, and in this he succeeded completely. He por-

trayed at length, and with startling effect, the evils that would speedily befall them if they did not yield to the wishes of the government. He told them that they would be subjected to the operation of the State laws, by which they would be compelled to muster, pay taxes, and work on roads; that their country would be overrun by the white men, who would come among them like flocks of blackbirds and swarms of locusts; and that they and their children would become paupers and beggars; that they would be broken up and utterly destroyed as a Nation; that the United States could not protect them where they were; that no more commissioners would be sent to treat with them; that this was the last opportunity they would ever have of escaping from the ruin with which they were threatened; that it was impossible for them to remain in Mississippi, and yet continue to hold their country West; that it would be taken from them and given to other tribes who wanted it; that they would soon have no country and no home; that their agent, also, should be forthwith dismissed, and they abandoned to their fate; and hereafter, said he, when your troubles come upon you, and your distress is great, you will then be heard appealing to the President for succor and relief; but he will turn a deaf ear to your lamentations and laugh at your calamities.

In conclusion, he placed the treaty on a table before him, and urged them to come forward at once and sign it. The speech produced a general panic among them, and in the midst of great confusion and excitement the treaty was immediately signed without being again read or understood by the Indians. The supplement was afterwards signed under the same state of feeling. The popular excitement ran so high that the chiefs and headmen who signed the treaty became alarmed, and hastily left the ground; and the commissioners, also apprehensive of serious consequences, did the same. The Indians had requested that several copies of the treaty should be left with them, and this the commissioners promised to have done, but their departure was so sudden that there was no time for the copies to be made. After the lapse of several weeks, a few copies were sent to some of the chiefs, and then, for the first time, the Indians were apprised of the contents of their treaty, at which they expressed the utmost astonishment and indignation, and immediately set about getting up public meetings for the purpose of protesting against its ratification by the Senate; but the United States agent actively interposed, and by intimidation prevented the meetings from being held. There can be no doubt that, but for his interference, the Nation, with one voice, would have protested against the ratification of the treaty.

Such is a brief statement of the leading facts and circumstances connected with the making of the treaty of Dancing Rabbit Creek; and in view thereof, I have no hesitation in saying that, although the Indians doubtless understood that it contained all the beneficial provisions that had been held forth to them by the commissioners, it was nevertheless signed by them under the controlling influence of fear, coercion, and duress. I will add, though not requested by your letter, that the manner in which the treaty has been enforced by the government is equally arbitrary and oppressive towards the Indians. It is notorious that some of its most important provisions have never been fulfilled, nor can they be at this late day, in consequence of the past delinquency of the government. Of all our Indian tribes, the Choctaws deserve to be dealt with liberally and magnanimously. They have always been the true and steadfast friends of our people in peace and war; and it would take millions to compensate them for the losses,

injuries, and sufferings they have endured in consequence of submitting to the policy and measures of the government. You say in your letter that you seek information from reliable and disinterested sources. For myself, I have no connexion with your business in any way whatever, and have made the statements contained in this communication with entire disinterestedness and impartiality.

With sincere regard, your friend and obedient servant,

R. H. GRANT.

Messrs. P. P. PITCHLYNN and others,
Choctaw Delegates.

DEPARTMENT OF THE INTERIOR, *March* 28, 1855.

SIR: In relation to the appeal which it is stated the Choctaw delegation have taken to the President, I have to inform you that it is the President's determination not to interfere with the action had by the department on the subject.

I am, sir, very respectfully, your obedient servant,

R. McCLELLAND,
Secretary.

Hon. GEO. W. MANYPENNY,
Commissioner of Indian Affairs.

WASHINGTON CITY, *April* 9, 1855.

GENTLEMEN: I am, to-day, in receipt of a letter from the Hon. Geo. W. Manypenny, Commissioner of Indian Affairs, instructing me "to confer with the Choctaw delegation, now in this city, for the purpose of ascertaining what arrangements, if any, can be made with them, having in view the adjustment of all differences between their tribe and the Chickasaw tribe of Indians, the Government of the United States, and the permanent settlement of the Witchita and other bands of Indians in the Choctaw country.

I respectfully request that you will furnish me, as early as practicable, with an answer, in writing, to the above interrogatories, in order that the same may be reported to the Commissioner of Indian Affairs.

Your friend,

DOUGLAS H. COOPER,
United States Agent for Choctaws.

To P. P. PITCHLYNN,
ISRAEL FOLSOM,
SAM'L GARLAND,
DICKSON W. LEWIS,
Choctaw Delegation, Washington City.

WASHINGTON CITY, *April* 10, 1855.

SIR: We have the honor to acknowledge the receipt of your letter of yesterday, informing us of your having been instructed by the honorable Commissioner of Indian Affairs "to confer with the Choctaw delegation, now in this city, for the purpose of ascertaining what arrangements, if any, can be made with them, having in view the adjustment of all differences between their tribe and the Chickasaw tribe of Indians, the Government of the United States, and the permanent settlement of the Witchita and other bands of Indians in the Choctaw country," and requesting an answer from us in writing to the above interrogatories.

With regard to the first, we respectfully state that the connexion and relations between the Choctaws and Chickasaws are fixed and defined by the convention of 1837, to which the government is a party. That convention amply provides for the settlement of such differences between the two tribes as they cannot settle themselves. The Choctaws claim to have faithfully and consistently complied with and fulfilled all the obligations and duties imposed upon them by that instrument. They abide by its provisions, and are now, and ever have been, willing cheerfully to submit to the mode of adjustment provived for in it; but since the settlement, recently, of the important questions of boundary, and the obligation of the Chickasaws to defray their just share of the expenses of our common government, we are not aware of anything now existing which can be considered a matter of difference between us consistently with the provisions of said convention. If the department is differently informed, or thinks otherwise, and will do us the honor to state in what such matters of difference consist, and the arrangement which it desires or thinks should be made for the adjustment thereof, we will examine into the same and promptly communicate our views in relation thereto.

With respect to the differences between the government and the Choctaws we have already submitted at length our views of what right, justice, and a liberal and magnanimous policy require. These not having been acceded to by the department, we think it is for it to state what arrangement it is willing or disposed to make in reference thereto. Our opinions and convictions in regard to the just and equitable rights of the Choctaws having undergone no change we are not in a situation to suggest any arrangement inconsistent therewith. If the government has any to propose upon the subject, we shall hold ourselves bound to give to it all due and proper consideration. Our only desire is to settle our differences with it on fair, just, and equitable terms.

Respecting the Witchita and other bands of Indians who have intruded themselves within our country, we have to remark they are, as you know, a nuisance, and we had far rather be rid of them altogether. In our communication to the Acting Commissioner of Indian Affairs, of the 11th of July last, we demanded their removal, as we had a right to do, but we are not aware that any order has been given on the subject. We have had it in contemplation to renew this demand, and, if not complied with, to remove them ourselves by force if necessary. We and our people have, however, as we have ever had, every disposition to comply with the policy and wishes of the government; and if it be an object of importance to it to have these Indians accommodated with a home within the boundaries of our country, though such an arrangement would be greatly repugnant to our inclinations and feelings, we would consent to it on fair and reasonable terms, if it can be made a part of a just and equitable adjustment of all the matters involved in the existing controversy between the Choctaws and the government; otherwise we could not take the serious responsibility of encountering the prejudices and opposition of our people to the measure.

With respectful consideration, we have the honor to be, sir, your most obedient servants,

P. P. PITCHLYNN,
ISRAEL FOLSOM,
SAM'L GARLAND,
DICKSON W. LEWIS,
Choctaw Delegation.

Gen. D. H. COOPER,
Agent for the Choctaws.

WASHINGTON CITY, *April* 16, 1855.

SIR: I have the honor to enclose herewith memoranda of conversations had with the Indian delegations now in this city, representing the Choctaw and Chickasaw tribes, respectively, in conformity with your verbal instructions to me of April 13th inst.

Very respectfully,

DOUGLAS H. COOPER,
U. S. Indian Agent for Choctaw Tribe.

Hon. GEO. W. MANYPENNY,
Commissioner of Indian Affairs,
Washington City, D. C.

Memoranda of conversations had between D. H. Cooper, United States Indian agent for Choctaw tribe, and the delegations now in Washington City, representing the Choctaw and Chickasaw tribes, respectively, April 14th, 1855.

In obedience to the verbal instructions of the Hon. Geo. W. Manypenny, Commissioner of Indian Affairs, I have had a free conference with the delegations representing the Choctaw and Chickasaw tribes of Indians, for the purpose of ascertaining from them upon what terms they are willing to settle all matters of difference now existing: 1st, between the United States and the Choctaws, growing out of their claims against the government; 2d, all matters of difference between the Choctaws and the Chickasaws; 3d, the terms upon which they will be satisfied to arrange with the Government of the United States for the permanent settlement of the Witchita and other bands of Indians within the limits of the Choctaw country.

The Choctaw delegation replied in substance as follows, viz: That they consider the great object of their mission here is to effect a settlement of their own affairs, which they are willing to do, as they have already stated, on fair, just, and equitable terms. If, as they have said, the government considers there are differences between them and their brethren the Chickasaws that require adjustment, and it will state what they are, and its wishes upon the subject, the delegation will take them into consideration in any negotiations set on foot for the settlement of their own affairs, with every disposition to conform to the just wishes of the government and their Chickasaw brethren upon the subject.

In regard to the settlement of the Witchita and other Indians in the Choctaw country, the delegation have already stated what they are willing to do in relation thereto.

If the government is disposed to place these matters in a satisfactory train of negotiation, the Choctaw delegation is willing to enter upon such negotiation, and will do so with a hearty desire to settle all three of the points presented above in a proper and just manner.

We attest the correctness of the above.

P. P. PITCHLYNN,
ISRAEL FOLSOM,
SAMUEL GARLAND,
DICKSON W. LEWIS,
Choctaw Delegation.

The above points, as submitted to the Choctaw delegation, having been presented to the Chickasaw delegation, they replied substantially as follows, viz:

That, in reference to the first point, they have no concern as a tribe,

further than sympathy for their brethren the Choctaws, and the hope that a just and fair settlement may be had between the United States and the Choctaws, so as to open the door for a like just and fair arrangement of all matters of difference between the Choctaws and themselves. That, in regard to the second point, they have but one proposition to make to the Choctaws, viz: That an arrangement be entered into, whereby the jurisdiction of the Chickasaw tribe over their district may be acknowledged, and their independence as a nation secured; but that they hold themselves in readiness to consider any proposition which the Choctaws may make, or any suggestion which the United States Government, as the guardian and protector of the tribes, may see fit to submit for the consideration of the Choctaws and the Chickasaws. That, although they are instructed definitely, by their people, only as to the proposition set forth above, for separate jurisdiction over the Chickasaw district, and distinct nationality, yet, if such terms should be proposed, by way of compromise, between themselves and the Choctaws, as in their judgment will place their people upon a safe basis, and secure their future interests, they will not insist obstinately upon their own proposition as an *ultimatum*. That they anxiously desire an amicable and satisfactory arrangement with their friends and brethren the Choctaws, and earnestly invoke the paternal interposition of the Government of the United States, for the purpose of bringing about a friendly, just, and liberal solution of the difficulties now so unhappily existing between the two tribes.

In regard to the third point they have only to say that, in conjunction with the Choctaws, they are willing to enter into an arrangement with the United States Government for the permanent settlement of the Witchita and other bands of Indians in the Choctaw country, upon terms, fair, just, and safe, for both the Choctaws and Chickasaws.

We attest the correctness of the foregoing memoranda.

EDMUND his ⋊ mark PICKENS,
SAMPSON FOLSOM,
Chickasaw Delegation.

I certify the foregoing memoranda to be substantially a correct report of conversations had between the respective delegations now in Washington City, representing the Choctaw and Chickasaw tribes of Indians, and myself.

DOUGLAS H. COOPER,
United States Indian Agent for Choctaw tribe.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, April 18, 1855.

SIR: I have the honor to state that, with a view to enable me to comply with the request endorsed, on the 8th, on the letter of Agent Cooper, of the 6th instant, on the occasion of your reference of the same with its enclosure back to this office, and to which my attention was again called by the note of Mr. Whiting, of the 11th instant, to express an opinion as to what could and should be done in the matter of difference between the Choctaw and Chickasaw Indians, I directed Agent Cooper to have a full conversation with the delegates of those tribes, for the purpose of ascertaining from them upon what terms the Choctaws would be willing to settle all matters of difference now claimed

to exist between them and the United States, and between them and the Chickasaws; and also upon what terms these tribes would arrange with the government for the permanent settlement of the Witchitas and other Indians within the limits of the Choctaw country.

The accompanying note of Agent Cooper, enclosing a memoranda of a conversation between himself and the delegates, is respectfully submitted as the result of the conference.

I do not perceive from this memoranda that there is a probability of making any arrangement with the Choctaws, in relation to matters of difference between them and the Chickasaws, upon such terms as would likely be satisfactory to the latter, or for an arrangement for the occupancy of a portion of the Choctaw country by the Witchitas and others, if any could be made, unless coupled with such adjustment of the affairs of the Choctaws with the government as would admit the claims and demands heretofore preferred by them, to an extent which, from the decision pronounced by you, upon a full examination of them, it is not likely could or should be acceded to.

On the 16th instant the Chickasaw delegates presented a communication to this office, proposing a plan by which they believe it to be practicable to effect, peaceably and satisfactorily, a separation of these tribes.

In this communication the delegates state that the Choctaws, "it is understood, would be willing to refund this amount ($530,000, the sum paid by the Chickasaws to the Choctaws under the convention of 1837) with interest, upon condition that the Chickasaws remove from their present country, and settle themselves beyond the limits of the Choctaw Nation. To this the Chickasaws will consent, provided the United States will permit them to buy from the Cherokees the district of country known as the neutral ground."

I transmit this last-named communication herewith also, and have to express my regret that there should exist any causes, real or imaginary, in the relations of these two tribes, from which discontent should arise, and their peace be disturbed or endangered.

I think it very probable that the Cherokees would dispose of the "neutral land" to the Chickasaws, provided the assent of the United States could be obtained to the arrangement.

If the plan proposed by the Chickasaws was one that could be carried out, the assent of the government should not, in my opinion, be withheld; but there are difficulties in the way of the suggested plan, not perhaps considered by either party.

Very respectfully, your obedient servant,

GEO. W. MANYPENNY,
Commissioner.

Hon. R. McCLELLAND,
Secretary of the Interior.

WASHINGTON CITY, *April* 21, 1855.

SIR: I have the honor to enclose a reply from the Choctaw delegation, in answer to an inquiry made yesterday, under the direction of the honorable Secretary of the Interior, and request the same may be transmitted to him.

Respectfully,

DOUGLAS H. COOPER,
Indian Agent for Choctaws.

Hon. GEO. W. MANYPENNY,
Commissioner of Indian Affairs, Washington City, D. C.

WASHINGTON, *April* 20, 1855.

SIR: We have had under consideration your verbal communication to us to-day, that it is the wish and expectation of the honorable Secretary of the Interior that we shall make a proposition or statement of the terms upon which we will be willing to settle and close up the national and individual claims of the Choctaws, to which we have called the attention of the government.

After rejecting all our claims and demands, and the failure of our appeal to the President for his interposition in our favor, the department voluntarily reopened the subject, and caused us to be inquired of by you as to the terms upon which we would agree to a settlement of all the questions of difference between the Choctaws and the United States, &c. In our letter to you of the 10th instant, we frankly stated our position; that we had fully made known our views as to the extent of our rights; that we remained satisfied of the justice of our demands, and that we could not make any proposition inconsistent therewith; that our only desire was to settle our differences with the government on "fair, just, and equitable terms"; and if it would make us a proposition upon the subject, we would give to it all due and proper consideration.

In the verbal conference which you subsequently held with us, we again expressed our disposition to settle all the matters in dispute "on fair, just, and equitable terms"; and we said that, if the government was disposed to place these matters in a satisfactory train of negotiation, we were willing to enter into such a negotiation, and would do so with a hearty desire to settle the questions at issue in a proper and just manner.

We do not see what more we could reasonably be expected to say, under the circumstances. We had made known our claims and demands, and thought we could not, consistently, make any proposition at variance with them. We invited the government either to make a proposition to us, or to place the question involved in a train of negotiation. It seems that it declines to do either, and still insists on some different proposition from us. We are unwilling thus to place ourselves in an inconsistent position; to depreciate and undervalue our rights, by making any proposition at variance with them. If the government cannot or will not recognise them to the extent we have set them forth, and is yet disposed to do something—to agree to some just and fair basis of compromise—it seems to us only reasonable that it should now say to us what it is willing to do, or to place the business in some train of negotiation that will lead to a just and satisfactory result.

So anxious are we to adjust and close up all questions in dispute between the Choctaws and the government, that we will be willing to take the responsibility of agreeing to any basis of settlement that will do our nation and people substantial justice.

Very respectfully, your obedient servants,

P. P. PITCHLYNN.
ISRAEL FOLSOM.
SAM'L GARLAND.
DICKSON W. LEWIS.

Gen. D. H. COOPER,
United States Agent for Choctaws.

DEPARTMENT OF THE INTERIOR,
Washington, April 21, 1855.

SIR: I have read the papers submitted with your letter of the 18th instant, and the communication of yesterday from the Choctaw delegation, transmitted to you by agent Cooper, and referred to me by you to-day, in relation to a proposed convention between themselves, the Chickasaw delegation, now here, and the United States, for the settlement of the various matters of difficulty alleged to exist; and am unable to perceive how, in the present aspect of the subject, any just and reasonable basis of negotiation can be prescribed by the government. As a condition precedent to the settlement of the issues between the Choctaws and the Chickasaws, the former require a settlement of their demands against the United States. Their demands, or claims, as far as they have been represented to the department, are inadmissible, and the delegation have been so informed.

If you have any plan for the settlement of these difficulties, or if the Choctaws will submit a distinct offer as the terms on which they will settle with the Chickasaws, and provide for the Witchitas and other Indians within the limits of the Choctaw country, the department will give it prompt consideration, and with every disposition to award to them and the Chickasaws such degree of favor as may not be incompatible with the rights and interests of the United States.

Having conversed with yourself and agent Cooper in regard to the matter, the views of the department will be fully understood without going further into the subject in this communication, which is hurriedly prepared in view of the importance of the early return of agent Cooper to his post.

I am, sir, very respectfully, your obedient servant,
R. McCLELLAND, *Secretary.*

COMMISSIONER OF INDIAN AFFAIRS,

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, April 23, 1855.

SIR: I herewith enclose, for the information of the Choctaw and Chickasaws delegation, now in this city, a letter from the honorable Secretary of the Interior, in reference to the object of their mission, and in regard to the settlement of the Witchitas and other Indians within the Choctaw country.

You will proceed to ascertain upon what terms the Choctaws and Chickasaws can and will arrange their differences. Whatever arrangement they may be willing to make between themselves, not inconsistent with the laws of the United States, will receive the sanction of the government, it being desirable they should settle their difficulties forthwith, upon amicable and fair terms.

You will also ascertain upon what terms the Choctaws will arrange with the United States for the use of their country west of 98° west longitude for the Witchitas and such other bands of Indians as the government may desire to settle permanently west of that degree of longitude. Also upon what terms the right to settle said Indians west of 99° west longitude can be obtained, and report to this office with the least delay possible.

Very respectfully, your obedient servant,
GEO. W. MANYPENNY, *Commissioner.*

D. H. COOPER, Esq.,
United States Agent for Choctaws, present.

WASHINGTON CITY, *April* 26, 1855.

SIR: I herewith enclose a proposition from the Choctaw delegation, in regard to the settlement of their demands against the United States arising under the treaty of Dancing Rabbit Creek, concluded A. D. 1830; and also a proposition for the lease of the Choctaw possessions west of the 99th degree of west longitude to the government, for the permanent settlement of the Witchita and other bands of Indians within the Choctaw country.

The Chickasaws have been notified that the Choctaw delegation are willing to receive and consider any proposition they may see fit to make in reference to the readjustment of the boundaries of the Chickasaw district and the political relations of the two tribes established under the conventions between them of January, 1837, and November, 1854. And I learn the Chickasaw delegation will submit a proposition to the Choctaw delegation upon that subject as soon as it can be prepared.

Respectfully,

DOUGLAS H. COOPER,
United States Agent for Choctaws.

Hon. GEO. W. MANYPENNY,
Commissioner of Indian Affairs.

WASHINGTON, *April* 24, 1855.

SIR: We have given careful attention to the letter of the honorable Commissioner of Indian Affairs, of the 23d instant, and a copy of that of the honorable Secretary of the Interior, enclosed therein, which you submitted to us yesterday.

The honorable Secretary says, "as a condition precedent to the settlement of the issues between the Choctaws and the Chickasaws, the former require a settlement of their demands against the United States." We beg leave to say, that the Choctaws have no issues with the Chickasaws. In our letter to you, of the 10th instant, we correctly stated the position of the Choctaws, with reference to any differences or "issues" with their brethren, the Chickasaws. We said, that since the settlement of certain questions between them, we were "not aware of anything now existing which can be considered a matter of difference between us (the two tribes), consistently with the provisions of said convention"—that of 1837, establishing the present relations between the Choctaws and Chickasaws. What is referred to as issues between the two tribes are issues made, or attempted to be made, by the Chickasaws, which are entirely inconsistent with that convention, and with the understanding of all parties when it was entered into, and which have therefore been refused recognition by the Choctaws.

But we said further, in our letter referred to, that, "if the department is differently informed, or thinks otherwise, and will do us the honor to state in what such matters of difference consist, and the arrangement which it desires, or thinks should be made, for the adjustment thereof, we will examine into the same, and promptly communicate our views in relation thereto." In our subsequent verbal conference with you, as afterwards reduced to writing and communicated to the department, we repeated, that "if the government consider there are differences between them (the Choctaws) and their brethren, the Chickasaws, that require adjustment, and it will state what they are, and its wishes upon the subject, the delegation will take them into consideration in any negotiation set on foot for the settlement of their own affairs, with every disposition

to conform to the just wishes of the government and their Chickasaw brethren on the subject."

But with reference more particularly to the statement of the honorable Secretary, that we make the settlement of our demands against the government a condition precedent to the settlement of the issues, or alleged issues, between the Choctaws and Chickasaws, what are the facts? In the instructions of the Commissioner of Indian Affairs to you, quoted in your letter to us of the 9th instant, the question of our claims or differences with the government was reopened, and you were required to ascertain what arrangement could be made with us for their settlement, together with the differences raised by the Chickasaws, and for the accommodation of the Witchita and other bands of Indians in our country. For reasons stated, we thought we were not in a position to make a proposition in reference to our claims of differences with the government, and that one should come from it. It having denied the validity of our demands as presented, but afterwards opened the question as to some arrangement for their settlement, we thought it was for it to say what it was willing to do.

We asked it to do so, or to place all three of the matters mentioned, which it had coupled together, in a train of negotiation. In our verbal conference with you before referred to, we said "the Choctaw delegation is willing to enter into such negotiation, and will do so, with a hearty desire to settle all three points in a proper and just manner."

In our letter to you of the 20th instant, in answer to an inquiry upon the subject, made at the instance of the honorable Secretary of the Interior, we wound up by saying: "So anxious are we to adjust and close up *all* questions in dispute between us and the government, that we will be willing to take the responsibility of agreeing to any basis of settlement that will do our nation and people substantial justice." Now, we think, that from all this, it ought to have been manifest that we do not make the settlement of our original demands against the United States, as "represented to the department," a condition precedent, as stated by the honorable Secretary. The department couples the question of their settlement with two other questions. We have clearly intimated a disposition—a desire—to settle all three "in a proper and just manner"—an anxiety to adjust and close up all questions of dispute or controversy, upon any basis of settlement that will do substantial justice to our nation and people. The department will not, however, give us the slightest intimation of what it is willing to do in regard to our matters, or of what are its wishes and views in regard to the other two questions of controversy. Under these circumstances, it has been the subject of anxious deliberation with the delegation, since your communication to them of the letters of the Secretary of the Interior and Commissioner of Indian Affairs, what course they shall pursue.

After much reflection, they have concluded to make the following propositions:

They will enter into a convention, or supplemental treaty, providing:

1. For a reference of their claims under the Dancing Rabbit Creek treaty to the Senate of the United States, the co-ordinate branch of the treaty-making power; leaving it to that body to determine and decide whether the Choctaws are in justice and equity entitled to the net proceeds of the lands ceded by the above treaty, as claimed by them, or whether they shall be allowed a round sum in further satisfaction of national and individual claims under that treaty; and if so, how much. We here take occasion to state, as we have done in other communications to the department, that, under the 19th article of the treaty, there are due,

upon one class of individual claims alone, some $300,000, as shown by a report made years ago by a former Superintendent of Indian Affairs, but with reference to which there has been no adjustment or action of the government whatever. We refer to what are known as the "cultivation claims," for which a specific money compensation is provided for in that article. This is but one class of individual claims in which justice has never been done by the government, and there are many others, equally just, in the same situation.

With respect to the proposition to submit the question of the extent of our claims and rights under the treaty of 1830 to the Senate of the United States, we would simply remark, that it is in conformity with precedent. We will cite but two cases, as to treaties with Indians, which are known to us, though probably others could be found. After the conclusion of the treaty of 1835–'36, with the Cherokees, questions arose as to whether the consideration money stipulated in that treaty covered certain objects embraced therein. President Jackson consented that these questions should be submitted to the Senate for its decision, and a supplement to the treaty was entered into to that effect. In 1846, during President Polk's administration, a further treaty was made with the same Indians, one of the principal objects of which was to adjust and settle the claims of the Cherokees arising under the previous treaty, about which controversy and difficulty had arisen between them and the government, as in our case. The two negotiating parties could not come to an understanding upon three of the questions respecting claims, and it was agreed they should be submitted to the Senate for its decision. See 11th and 12th articles of the treaty. We understand that questions connected with treaties with foreign governments are also not unfrequently submitted to that body, and the relationship of the Executive and Senate is the same with respect to all treaties, whether with foreign nations or Indian tribes. We might also cite the case of the Menomonees, a northern tribe, in which the present administration went even further than was done in the two cases to which we have referred. While the question of the just rights and claims of the Menomonees, under the treaty of 1848, was pending in the Senate, to which they had petitioned on the subject, and before any decision was had thereon, the department voluntarily, as stated by the Commissioner of Indian Affairs in his last annual report, caused a supplemental treaty to be made with them, in order to do them justice, by which a large sum of money was secured to them, which was still further increased by the Senate. Why cannot a similar act of justice be done to the Choctaws by the executive department of the government, or it at least be agreed that their claims and equitable rights shall be submitted to the Senate.

2. We will agree to provide in the same convention or supplemental treaty, that the government shall have the permanent use of a limited portion of the western part of our country for the accommodation of the Witchita and other bands of Indians, for a fair and just consideration; the amount to depend, of course, upon the extent of country required for the purpose. The Commissioner of Indian Affairs, in his letter, requires you to ascertain our terms for the use of that portion of our country west of the 98th degree of west longitude, and also for that west of the 99th degree.

We are unwilling to lease, for the purpose mentioned, any portion of our country east of the 99th degree; but for the lease of that west of that degree we will consent, in behalf of our people, to take the sum of four hundred thousand dollars. In regard to the Chickasaw question, all

that we can at present say is, that our Chickasaw brethren have heretofore insisted upon our conceding to them a separate and independent government, and a complete and unincumbered title to that portion of the Choctaw country embraced in the Chickasaw district. To this we could, under no circumstances, agree. We cannot consent to the sale, or alienation beyond our own ultimate control, of one foot of our country. It would be death to us, or to any Choctaw who should propose or assent to it. Nor could we agree to a separate and independent government over so large a portion of our country as that embraced in the "Chickasaw district" of the Choctaw nation. If our Chickasaw brethren have any modified proposition to submit, we will, as we have said before, take it into consideration, with every disposition to comply with the just wishes of themselves and the government upon the subject. We will at any time confer with yourself and the Chickasaw delegation in reference thereto, if it be so desired.

Very respectfully, your obedient servants,

P. P. PITCHLYNN,
ISRAEL FOLSOM,
SAM'L GARLAND,
DICKSON W. LEWIS,
Choctaw Delegation.

Gen. D. H. COOPER,
Choctaw Agent, Washington City.

DEPARTMENT OF THE INTERIOR,
Washington, April 27, 1855.

SIR: Herewith I return you the letter of Agent Cooper, of the 26th instant, enclosing certain propositions addressed to him by the Choctaw delegation, now in this city, on the 24th instant looking to a convention or negotiation between themselves and the United States; which papers you referred to me on yesterday for my consideration.

I see no objection to the first proposition, to submit to the Senate of the United States the question as to the extent of the claims recently made by them, under the treaty concluded at Dancing Rabbit Creek, in 1830.

As I have heretofore said, I have every disposition to act towards these Indians in a spirit of the utmost liberality, consistent with the just rights and interests of the United States; and, all things considered, am disposed to think the proposition for the permanent accommodation of the Witchita and other Indians, and the amount demanded therefor, worthy your consideration; and you are authorized to enter into negotiations with the Choctaws on that basis. I think, however, that, notwithstanding their claim to an extent of country west of the 100th meridian of longitude is regarded, by the department, as without any foundation in law or equity, it might prevent further trouble in regard to it to insert an article in the supplemental treaty or convention now to be held, requiring the Choctaws to relinquish and abandon all right or claim to the same.

I am, sir, very respectfully, your obedient servant,

R. McCLELLAND,
Secretary.

COMMISSIONER OF INDIAN AFFAIRS.

Endorsement of Commissioner of Indian Affairs on above.

Referred to Agent Cooper, who will proceed at once to adopt the necessary peliminary measures to carry out the views of the Secretary of the Interior, as expressed within, and submit the result to this office.

GEO. W. MANYPENNY,
Commissioner.

OFFICE INDIAN AFFAIRS, *April* 30, 1855.

WASHINGTON CITY, *May* 2, 1855.

GENTLEMEN: In view of the probability that an arrangement will be effected between the Choctaw and Chickasaw tribes, restricting the western boundary of the "Chickasaw district" to the 98° of west longitude, west from Greenwich, I desire to ascertain whether you will agree, the Chickasaws assenting, to lease the country included between 98° and 100° west longitude, and between Red and Canadian Rivers, to the United States, for the permanent settlement of the Witchita and other bands of Indians within the territorial limits of the Choctaw nation; and, if so, upon what terms, it being understood that the Choctaws shall relinquish and quit claim, in favor of the United States, whatever interest they may have in the country lying west of the 100° of west longitude.

Respectfully, &c.,

D. H. COOPER,
Choctaw Agent.

Messrs. P. P. PITCHLYNN,
ISRAEL FOLSOM,
SAM'L GARLAND,
DICKSON W. LEWIS,
Delegates from the Choctaw nation.

WASHINGTON CITY, *May* 3, 1855.

SIR: We had the honor to receive, to-day, your letter of yesterday, stating your desire to ascertain whether we will agree, in behalf of our people, to lease that portion of our country between the 98th and 100th degrees of west longitude to the United States, for the permanent settlement of the Witchita and other bands of Indians therein; "and, if so, upon what terms, it being understood that the Choctaws shall relinquish and quit claim, in favor of the United States, whatever interest they may have in the country lying west of the 100° of west longitude."

In our communication to you of the 9th ultimo, we referred to the prejudices and opposition of our people to the location of the Indians referred to within the limits of our country, and our repugnance to such an arrangement; but we stated that we had every disposition to comply with the policy and wishes of the government on the subject; and that, if the measure were one of importance to it, we would take the responsibility, and consent to it, on fair and reasonable terms. In our subsequent communication, of the 24th instant, we stated our unwillingness to lease, for that purpose, any portion of our country east of the 99° of west longitude, but that we would agree to lease that west of that

degree for the sum of four hundred thousand dollars. On further consideration of the subject, however, since the receipt of your letter, we have concluded, in the same spirit of accommodation, to agree to comply with the wishes of the government, by leasing to it the further portion of our country between the 98° and 100° of west longitude.

The question of the total relinquishment of any portion of our territorial rights is one of even greater delicacy and difficulty. We have fully acquainted you with the grounds of our claim to title to the headwaters of the Canadian River, extending as far west as, at least, to the 103° of west longitude. We believe our title to be perfectly valid and good; but, as it is questioned, if not disputed, by the government, west of the 100° of west longitude, and we are anxious to put at rest all questions of controversy with it, we will relinquish and quitclaim to it our rights west of that degree of longitude, on fair and equitable terms. The extent of country involved is large; we know it to be valuable; and we believe the acquisition of our title to it to be important to the government; still we have no disposition to be exorbitant. As a consideration for the whole arrangement, we would consent to take eight hundred thousand dollars—one-half thereof for the lease of the country between the 98° and 100° of west longitude, and the other half for the relinquishment of our right west of the latter degree.

The above proposition has reference to the arrangement as a whole. Were it to be confined only to the lease of the portion of the country between the two degrees of longitude mentioned, we should, for obvious reasons, feel constrained to ask not less than six hundred thousand dollars therefor.

With respectful regard, we have the honor to be your most obedient servants,

P. P. PITCHLYNN,
ISRAEL FOLSOM,
SAM'L GARLAND,
DICKSON W. LEWIS,
Choctaw Delegates.

Gen. D. H. COOPER,
Choctaw Agent, now in Washington.

To the CHOCTAW DELEGATION:

If the Choctaws will propose to lease to the United States the territory west of 98° and east of 100° west longitude (the Chickasaws assenting), and couple with it a relinquishment of all claim west of 100° west longitude, the government will agree to pay them $600,000. I am authorized to draw up a treaty on that basis (and also submitting their other claims to the Senate for decision), for the commissioner's examination; and, if approved, nothing will remain but for the commissioner and the delegation to execute it.

D. H. COOPER,
Choctaw Agent.

WASHINGTON, *May* 4, 1855.

WASHINGTON, *May* 12, 1855.

SIR: We have been informed by General Cooper that the honorable Secretary of the Interior is of opinion that our authority, as delegates of the Choctaw Nation, is confined to the subject of the claims of the

Choctaws against the United States, and that, consequently, we are not authorized to treat with the Chickasaw delegation with reference to the difficulties between the two tribes. It follows, of course, that we have no authority to negotiate upon the subject of the proposed arrangement for the settlement of the Witchita and other Indians within the limits of the Choctaw Nation. You are well aware that we consented to treat on the two subjects last mentioned, because we understood it was the desire of the government that we should do so; and because we were led to believe that we could not otherwise effect a treaty with the government, providing for a settlement of the claims of the Choctaws against the United States. Assuming this to be the case, we could not doubt our authority to negotiate on all three of the subjects, as we are expressly empowered "to take all measures, and to enter into any and all contracts which, in their [our] judgments, are, or may become necessary and proper, in the name of the Choctaw people, to bring to a final and satisfactory adjustment and settlement all claims or demands, whatsoever, which the Choctaw tribe, or any member thereof, has against the United States, by treaty or otherwise." Inasmuch, however, as the honorable Secretary has decided that there is no objection to our proposition to submit the question of the claims of the Choctaws against the government to the Senate of the United States, and as there is no necessary connection between that and the other subjects referred to, we respectfully request that a treaty be concluded at once, providing for a settlement according to the terms of our accepted proposition.* We ask this, because of the great delay that has already attended this business, and because of our extreme anxiety to return to our homes.

With respectful consideration, we are your obedient servants,

P. P. PITCHLYNN,
ISRAEL FOLSOM,
SAMUEL GARLAND,
DICKSON W. LEWIS,
Choctaw Delegation.

Hon. GEO. W. MANNYPENNY,
Commissioner of Indian Affairs.

Memorandum of the conference between the Choctaw and Chickasaw delegates, respecting the amendments suggested by the Commissioner of Indian Affairs, to the draft of a treaty between the United States and the Choctaw and Chickasaw tribes, as agreed on by said delegates, made and submitted to the Commissioner by Agent Cooper.

1. Change of arrangement of articles not objected to.
2. The proposed amendment to the preamble, and article 7, provides for an entirely different arrangement from that which the delegations

* Notwithstanding the acceptance of our proposition, this request was peremptorily refused, and the department would not consent to make any separate arrangement for the settlement of our business. We had to await the decision of the Attorney-General respecting the powers of the two delegations; and that officer having decided that they had not the requisite authority to conclude a final arrangement for the adjustment of the Chickasaw question, we had no alternative but to enter into new negotiations for a provisional treaty, to be submitted to the councils of both tribes, providing for the settlement of our business, of the Chickasaw question, and for a lease to the government of a portion of our country for the accommodation of the Witchita and other Indians.

CHOCTAW DELEGATION.

have had under consideration. The question was as to what arrangement could be made for "the permanent settlement of the Witchita and other bands of Indians in the Choctaw country." (See Agent Cooper's letter to Choctaw delegation of April 9th, embodying instructions of Commissioner of Indian Affairs to him.) The answer of the delegation, next day, shows how they understood the proposition, viz: that it was for an arrangement to enable the government to secure a permanent home, within the limits of the Choctaw country, for the Witchita and other alien bands of Indians, now there without any right of residence, and whose removal the Choctaw delegation had demanded, as the Chickasaws had previously done. The government did not object to that understanding of the proposition; and, as the proposition has not been varied or enlarged, there was no ground to suppose that a different arrangement was desired. The neighboring tribes — Creeks, Seminoles, Cherokees, &c. — are all provided with homes; arrangements of a permanent character have been made, in recent treaties, for the Kansas and Nebraska Indians; and reservations have been set apart in Texas for the colonization of the Indians of that State. The delegations could not, therefore, suppose that the government desired to provide for any others than those in their country without homes, and who would have to be removed therefrom, unless a right of residence there was secured for them. The delegations were averse to these Indians remaining in their country, but, to accommodate the government, they yielded their objections. A proposition to introduce other Indians into their country is liable to much stronger, if not insuperable, objections.

3. Proposed amendment to article 1, not objectionable in point of substance; but it would be more acceptable if it began thus: A district for the Chickasaws is hereby established, bounded as follows.

4. Last proviso to this article not necessary, and its being struck out agreed to.

5. Proposed amendment of 2d article not objected to.

6. Insertion of word "such," in article 4, objected to, as it would imply that members of either tribe, not becoming citizens of the other, would have the right to participate in their funds; whereas, the intention was to exclude all.

7. Insertion of words "are entitled to or," in article 9, agreed to.

8. The amendment to article 10, it is hoped, will not be insisted on, as it is considered essentially unjust and altogether inadmissible. The Choctaws sincerely maintain that the United States are largely indebted to individuals of the tribe. Being honestly of this opinion, they cannot, without gross injustice and a criminal abuse of power, release the government from its liability, except upon such terms and conditions as will secure the rights of individuals, and provide for the payment of their claims. The government ought to forbid, rather than require, such an act of tyranny and wrong. The Choctaws are bound, by every consideration of good faith and public duty, to protect the rights and interests of the individuals belonging to the tribe. How, then, is it possible for them to enter into an agreement by which those rights and interests will certainly be imperilled, and, it may be, entirely destroyed? For, let it be borne in mind, that if the stipulation were as proposed, and the Senate should allow only a nominal sum, the United States would be forever discharged from what the Choctaws consider a heavy liability; that liability would devolve on them; they could not, without inconsistency and dishonor, repudiate it; and yet they would be without the ability to meet it. Now, if the government acknowl-

edged the validity of the claims of the Choctaws to the extent that the Choctaws know them to be just, they might with safety consent to such a stipulation. But when it is remembered that the department has hitherto refused to recognize and provide for said claims, and that the Senate would doubtless be governed in judging of them by the information derived from the department, it would be an act of improvidence and folly, on the part of the Choctaws, to release the government, and take upon themselves a burden from which the amount awarded by the Senate might afford no adequate relief. The original provision is certainly more consistent with precedent; and if the Indians are willing to leave it to the American Senate to say how much shall be allowed them, and on what conditions, why should the American Government object? The Senate, it is respectfully suggested, can safely be trusted to dispose of the whole subject, without the imposition of restrictions guarding them against excessive liberality to the Indians.

9. No objection to substitution of word "excepting" for "excluding," in article 13; nor to insertion of words "such" and "as are or may be," after "viz," in same article.

10. No objection to proposed amendment to article 13, but it is suggested that the proper place for it is article 7, preceding the proviso therein, as follows: "Which Indians shall be subject to the exclusive control of the United States, under such rules and regulations, not inconsistent with the rights and interests of the Choctaws and Chickasaws, as may, from time to time, be prescribed by the President for their government."

11. No objection to proposed amendment of article 14.

P. P. PITCHLYNN,
ISRAEL FOLSOM,
SAM'L GARLAND,
DICKSON W. LEWIS,
Choctaw Delegation.

WASHINGTON, *June* 4, 1855.

DEPARTMENT OF THE INTERIOR,
Office of Indian Affairs, June 7, 1855.

SIR: In the protracted discussions which I have had, from time to time, with the delegates of the Choctaw and Chickasaw Indians, in relation to the adjustment of all matters of difference between the two tribes, as well as in relation to the settlement of the claims of the Choctaws against the United States, which I had supposed were definitely determined a few days since, and the basis of a convention agreed upon, I find, on reducing the same to writing, two points of difference, which seem likely to retard further, if not jeopardize, the whole arrangement, and I respectfully submit them for your consideration, and such action and instructions as may be deemed proper and necessary.

The Witchitas and other bands of strolling Indians have been for some time, and are now, residing within the limits of the Choctaw country, between the 98th and 100th degrees of west longitude, and both the Choctaws and Chickasaws have requested that they should be removed therefrom by the United States.

The Choctaws have preferred a claim to the country between the 100° and 103° of west longitude, which, however, has not been favorably regarded by the department.

But, with a view of settling all questions of difference, it was, among

other things, proposed by the department to take from the Choctaws a quitclaim to all their right to land west of the 100°, in connection with a lease of a portion of their country east of that degree for the permanent settlement of the Witchitas and other Indians within the country thus proposed to be leased. Agent Cooper was instructed, on the 23d of April last, to ascertain upon what terms the Choctaws would arrange with the United States for the use of their country west of 98° west longitude, for the permanent settlement of the Witchita and such other bands of Indians as the government may desire to settle permanently west of that degree, and also upon what terms the right to settle said Indians west of the 99° of west longitude can be obtained.

On the 24th April the Choctaw delegates replied that they were unwilling to lease, for the purpose mentioned, any portion of their country east of the 99°, but for the lease of that west of said degree they would consent, on behalf of their people, to take the sum of $400,000.

This communication of the Choctaws was referred to the Secretary of the Interior on the 26th of April.

On the 27th, the Secretary instructed me to consider the proposition for the permanent settlement of the Witchitas and other Indians in the Choctaw country, and to enter into negotiations with the Choctaws on that basis.

Having understood that in the arrangements between the Choctaws and Chickasaws, the western boundary of the Chickasaws' district would likely be fixed at 98° west longitude, Agent Cooper was instructed to inquire again whether the Choctaws would not lease the country west of that degree to the United States for the permanent settlement of the Witchita and other bands of Indians; and, if so, upon what terms; it being understood that the Choctaws shall also relinquish and quitclaim, in favor of the United States, whatever interest they may have in the country west of the 100° of west longitude.

On the 3d of May the delegation replied that they would take the sum of $800,000; one-half thereof for the lease of the country between 98° and 100°, and the other half for the relinquishment of their right or claim to the country beyond the latter degree. And they observe that "the above proposition has reference to the arrangement as a whole Were it to be confined only to the lease of the portion of country between the two degrees of longitude mentioned, we should, for obvious reasons, feel constrained to ask not less than $600,000 therefor.

After consultation with the Secretary of the Interior, and with his concurrence, Agent Cooper was instructed, verbally, to inform the delegation that if they would accept the sum of $600,000 for the lease of the country between the two degrees, and the relinquishment west of the 100°, the government would give that sum.

The delegation assented to this proposition, and agreed to take the sum of $600,000 for the lease of the territory within the two degrees mentioned, and the relinquishment of their claims to the country west of the 100th degree. The Chickasaw delegation also assented and agreed to the terms of the lease, and the question was settled, as I supposed; but both delegations now contend that the United States shall be restricted in the number of bands of Indians to be located in the country leased to such as are now residing in it. With such a limitation on the use of the country the lease would be of but little value, and I have therefore declined to assent to the limitation which the Indians desire to impose, and have claimed that the government must be left free to locate such Indians as it may desire to do within the ceded country; such being the express suggestion of my letter to Agent Cooper, of the 23d April,

in which I say: "You will also ascertain upon what terms the Choctaws will arrange with the United States for the use of their country west of 98° west longitude, for the permanent settlement of the Witchita and such other bands of Indians as the government may desire to settle permanently west of that degree," &c. Although this was the inquiry to be made, the delegations state that they did not understand, at any time, that the government desired to arrange for the permanent settlement of any other than such bands as now reside within the Choctaw country.

The delegations propose, as a compromise, that the Choctaws quit-claim to the country west of 100°, and that they and the Chickasaws will lease the country between 99° and 100°, for the permanent settlement of any Indians whom the government may desire to locate therein, for the sum of $600,000.

The Choctaws, in their correspondence, proposed to leave certain questions to the Senate of the United States, to which the Secretary of the Interior wrote to me on the 27th April last, thus:

"I see no objection to the first proposition to submit to the Senate of the United States the question as to the extent of the claims recently made by them, under the treaty concluded at Dancing Rabbit Creek, in 1830."

It is proposed to submit to the Senate, 1st, whether the Choctaws are entitled to, or shall be allowed, the proceeds of the sales of the lands ceded by them to the United States by the treaty of September 27, 1830, deducting therefrom the cost of their survey and sale, and all just and proper expenditure and payments under the provisions of said treaty; and, if so, what price per acre shall be allowed to the Choctaws for the lands remaining unsold, in order that a final settlement with them may be promptly effected; or, 2d, whether the Choctaws shall be allowed a gross sum in further and full satisfaction of their claims, national or individual, against the United States; and, if so, how much?

And then it is provided that if the Senate award to the Choctaws the net proceeds of the lands ceded, the same shall be received by them in full satisfaction of all their claims against the United States, whether national or individual, arising under any former treaty; and the Choctaws shall thereupon become liable, and bound to pay, for all such individual claims as may be adjudged by the proper authorities of the tribe to be equitable and just; the settlement and payment to be made with the advice and under the direction of the United States agent for the tribe; and so much of the fund awarded by the Senate to the Choctaws as the proper authorities shall ascertain and determine to be necessary for the payment of the just liabilities of the tribe, shall, on their requisition, be paid over to them by the United States. But should the Senate allow a gross sum, instead of the net proceeds of the lands, the Choctaw delegation desire the following language to be used: "But, should the Senate allow a gross sum, instead of the net proceeds of the lands, the Choctaws shall not be bound to pay the claims of individuals against the United States, unless the sum so allowed shall be accepted and received by them in full satisfaction of all their claims, whether national or individual, against the United States." The language proposed by the Commissioner of Indian Affairs is as follows: "But should the Senate allow a gross sum, in further and full satisfaction of all their claims, whether national or individual, against the United States, the same shall be accepted by the Choctaws, and they shall thereupon become liable for, and bound to pay, all the individual claims as aforesaid, it being expressly understood that the adjudication and decision of the

the Senate shall be final." Colonel Cooper, the agent, has suggested the following language as a compromise: "But, should the Senate allow a gross sum, instead of the net proceeds of the lands, the sum so allowed shall be accepted and received by the Choctaws in full satisfaction of all their claims, whether national or individual, against the United States."

Having occupied considerable time in fruitless discussion with the delegates, upon the points here submitted, and being unwilling to restrict the United States in the use of the country to be leased, and believing that the country west of 99° would not meet the wants of the government (the Witchitas, Waccoes, and other bands having their present residences and villages east of 99°), I have thought it proper, in view of what I believe to be the desire of the delegates, to submit the question, as well as the question involved in the submission, to the Senate, for your information, and, if you concur, for the consideration of the President, to the end that I may be definitely instructed on the subject. It is very desirable for the United States to obtain the possession of a portion of the Choctaw country, for the purpose of settling bands of Indians therein permanently, and we should, if possible, obtain the country to the 98° of west longitude; but if the country west of 98½ degrees could be leased, it would be, perhaps, sufficiently extensive for all purposes; and while, perhaps, it would be proper to assure the Choctaws in express terms, in the treaty, that none of the Indians who now have permanent homes, or whose permanent ranges and hunting grounds are north of the Canadian, shall be located in the country leased of them, yet, beyond that, there should be no restriction.

Very respectfully, your obedient servant,

GEO. W. MANYPENNY.

GEO. C. WHITING, Esq.,
Acting Secretary of the Interior.

Endorsement of the Acting Secretary of the Interior on the above.

Having submitted this subject to the President, I am directed by him to say to the Commissioner of Indian Affairs that it is his desire that he shall follow the dictates of his best judgment in the premises.

GEO. C. WHITING,
Acting Secretary.

DEPARTMENT OF THE INTERIOR, *June* 9, 1855.

WASHINGTON CITY, *June* 11, 1855.

SIR: General Cooper, Choctaw agent, has communicated to us, as coming from you, the following propositions, viz: That if we will agree to lease to the "United States that portion of our country between the 98° and 100° of west longitude, for the permanent settlement of the Witchita and such other tribes or bands of Indians as the government may desire to locate therein: *Provided, however*, That no tribe or band now embraced within the limits of New Mexico, or whose permanent settlements are east of the Arkansas or north of the Canadian, or whose permanent ranges are north of the Arkansas, shall ever be located therein: *And provided also*, That the country so leased shall be open to settlement by Choctaws or Chickasaws, as heretofore," you will agree, on behalf of the United States, to allow, in consideration thereof, the sum of eight hundred thousand dollars, provided the Choctaw delegation

will consent to the amendment proposed by you at the close of the 10th article of the proposed treaty between us and the United States, which amendment would bind the Choctaws, unconditionally, to assume the liability and payment of the claims of individual Choctaws against the government, under the treaty of 1830, whatever gross sum might be allowed by the Senate, in lieu of the net proceeds of the lands ceded by the Choctaws by said treaty.

The proposition communicated by General Cooper is materially different, with respect to the Indians the government shall have the right to locate within the country desired to be leased of us, from a former one made by you, which is now before us, in your own handwriting, and which reads as follows, viz: "For the permanent settlement of the Witchitas and such other bands or tribes of Indians as the United States may desire to locate therein, provided, however, that none of the Indian bands or tribes, whose present ranges or permanent residences are north of the Canadian, or any of the Indians of New Mexico, or the Cherokees, Creeks, or Seminoles, shall be located within the country hereby leased." This proposition would exclude all the wild Indians whose present ranges are north of the Canadian, while the other excludes only those whose permanent ranges are north of the Arkansas, embracing a large additional number, and comprising, according to our understanding, all the tribes and bands of the plains. To this we could not consent, under any circumstances or for any price; nor would our council consent to it. It is also our firm belief, that the Senators from Texas and Arkansas would strenuously object to such a provision in the treaty for the location of so large a horde of wild and lawless Indians on and near the borders of their respective States.

Nor can the Choctaw delegation consent to your required modification of the 10th article of the project of a treaty which has been drawn up. They have stated their reasons in writing why they cannot, and they still adhere to them. They never proposed to assume the liability and payment of the individual Choctaw claims against the government, unless the net proceeds of the lands ceded by the treaty of 1830 were awarded to them. Those claims are, by that treaty, a lien upon the fund arising from the proceeds of the lands; and if the government retains that fund, it should retain also the liability of those claims. In order to finally settle and close them up, the Choctaws would gladly assume them, in case a sufficient amount is allowed to enable them to do so fairly and justly; and there is no danger of their not accepting whatever gross sum the Senate might allow, if sufficient for that purpose—should that body decide to allow a gross sum, instead of the net proceeds of the lands.

We hold, that to require them to assume this liability unconditionally—the government to be thereby entirely relieved, and the Choctaws running all the risk of getting an insufficient sum—would be neither fair nor just. Our people would not sanction our placing them in a position of so much uncertainty and peril. They would certainly reject the treaty, with such a provision in it as you seem disposed to insist upon. With the required concession of separate and independent jurisdiction to the Chickasaws, and that to the government, of the right to locate various wild tribes within the Choctaw country, it will be a difficult matter to secure the ratification of the treaty by the Choctaw council, without other obnoxious provisions being forced into it.

The Choctaw delegation are, however, willing to run the risk of leaving to the Senate, whether their people shall assume the liability of the individual claims, in case of the allowance of a gross sum. They are not

unwilling to trust that body, as you have said they were. They will agree to divest the Choctaws of the right to decide the question for themselves, and leave it entirely to the Senate. In lieu of what they have heretofore insisted on, and of the amendment thereto required by you, they will agree to the following provision, viz: "In case the Senate shall allow a gross sum, instead of the net proceeds of the lands, the same shall be accepted and received by the Choctaws, in full satisfaction of all their national claims against the government; but they shall not be bound to assume and pay the claims of individual Choctaws against the United States; unless the Senate, in making said allowance, shall so direct—it being expressly understood that the adjudication and decision of the Senate shall be final."

This proposition is offered in a spirit of compromise and concession. It entirely obviates your objection to the other provision we desired—that it was not a full and complete submission of the whole question to the Senate; and the delegation therefore indulge the confident hope that it will be accepted by you in the same spirit in which it is offered.

In regard to the Indians to be located within the district of country proposed to be leased, we have stated in writing what was our understanding and our reasons therefor. We supposed that all the government desired was the right to secure permanent homes, within our limits, for the Witchita and other bands of Indians, who are now intruders in our country, and whose removal we had demanded. It seems the government intended differently. We agreed to accept six hundred thousand dollars for the lease, for the accommodation of the Indians above mentioned, coupled with a relinquishment of our claims to territory west of the 100° of west longitude. We are averse to the admission of other Indians on any terms, and six hundred thousand dollars would not be a sufficient compensation for the lease and relinquishment, if other wild tribes and bands of Indians are to be received into our country. As we have stated before, however, we are disposed te accommodate the government, and will do so as far as we can, without making too great a sacrifice of our rights, interests, and safety. We will agree to take the eight hundred thousand dollars, now offered, for the lease and relinquishment, and to the location, within the country leased, of the Indians included in your original proposition which we have quoted—Choctaws and Chickasaws to have the right to settle in the leased country as now—if you will consent to the modified proposition in regard to our claim herein submitted.

With respectful consideration, your most obedient servants,

P. P. PITCHLYNN,
ISRAEL FOLSOM,
SAMUEL GARLAND,
DICKSON W. LEWIS,
Choctaw Delegates.

Hon. G. W. MANYPENNY,
Commissioner of Indian Affairs.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, June 12, 1855.

GENTLEMEN: I have received and carefully considered your communication of yesterday, and am constrained to say to you that I am not able to concur with you in the form of submission to the Senate of certain questions proposed by you, nor can I consent to the limitation you

wish to incorporate into the article proposing to lease to the United States that portion of the Choctaw country west of 98° west longitude.

I did state to General Cooper that for the quitclaim, lease, and submission, in the language proposed by me, I would venture to offer the sum of $800,000, if there was any reason to suppose it would be accepted; and, so far as he has indicated my willingness to propose that sum, it must be considered in connexion with the condition stated by me.

The proposition to submit certain questions to the Senate was one voluntarily made by yourselves, and I am unable to perceive the propriety of any qualification being inserted in the article which shall leave it optional with that body to make a partial award, or with either of the parties to accept it with conditions, or for any matter connected with either the national or individual claims of the Choctaws to be left in a situation by the terms of the submission, or the award made in pursuance thereof, to be thereafter revived and again brought before the government. My view is that if the questions involved in the national and individual claims preferred by you be submitted to the Senate, the decision of that body should be final and binding on the parties, and that no doubtful language should be used in the article of reference.

Such being my opinion, I have to say that I shall not feel at liberty to adopt any language in the article submitting certain questions to the Senate that is liable to doubt or uncertainty.

With a sincere desire to see all matters adjusted between the Choctaws and Chickasaws, and to so dispose of the claims made by the former against the government as to place them fairly before the Senate for its final adjudication and decision, I am nevertheless constrained to reject the mode of submission proposed by you, as well as to express the opinion that the terms of the lease should leave the government unembarrassed in relation to the Indians to be permanently located, subject only to the proviso suggested by me.

With these remarks I deem it proper to state to you frankly that, in my opinion, it will be a fruitless waste of time to discuss these questions further if the Choctaw delegation insist on the terms proposed in your letter of yesterday.

Very respectfully, your obedient servant,

GEO. W. MANYPENNY,
Commissioner.

Messrs. P. P. PITCHLYNN,
ISRAEL FOLSOM,
SAM'L GARLAND,
DICKSON W. LEWIS,
Choctaw Delegates, now in Washington.

WASHINGTON CITY, *June* 14, 1855.

SIR: We have the honor to acknowledge the receipt of your letter of the 12th instant, in which you state that it will be a fruitless waste of time to discuss further the two remaining questions of difference between us and the department, if we are determined to adhere to the propositions contained in our letter of the 11th instant. As stated by us, we made those propositions in a spirit of concession and compromise. We believed them to be reasonable, and we are constrained to say, with all due respect, that your letter has entirely failed to satisfy us that they are not. You, of course, have the power to terminate the discussion if such be your pleasure, but we cannot consent to its being closed with-

out an effort on our part, however feeble, to vindicate the fairness and moderation of our course during the protracted negotiations which have taken place, and the reasonableness and propriety of our last propositions.

We were delegated by our people, and came here some eighteen months ago, to endeavor to effect a just and equitable settlement with the government of all outstanding matters arising under the treaty of 1830. Our agent being here at the time, he was commissioned by the department to investigate and report upon our business. He executed the trust with fidelity and ability, and his report strongly sustained our rights and claims, though he differed from us as to the particular grounds upon which we based them. The department repudiated them altogether and referred us to Congress. For reasons given, we protested against the reference as unjust and ungenerous, and appealed to the President. The honorable Secretary of the Interior decided that the President refused to interfere, and Congress having in the mean time terminated its late session, there seemed to be no further occasion for our remaining here. On the 9th of April, however, our agent addressed us a communication stating that he had that day received a letter from the Commissioner of Indian Affairs, instructing him "to confer with the Choctaw delegation now in this city for the purpose of ascertaining what arrangements, if any, can be made with them, having in view the adjustment of all differences between their tribe and the Chickasaw tribe of Indians, the government of the United States, and the permanent settlement of the Witchita and other bands of Indians in the Choctaw country." We answered the next day, stating:

First. That we were not aware of anything which could be considered a matter of difference between the Choctaws and Chickasaws, consistently with the provisions of the convention of 1837, which fixed and defined their existing relations, and which provided the mode of adjusting such differences between them as they could not settle themselves. We added, however, that "if the department is differently informed, or thinks otherwise, and will do us the honor to state in what such matters of difference consist, and the arrangement which it desires or thinks should be made for the adjustment thereof, we will examine into the same, and promptly communicate our views in relation thereto."

Second. That, with respect to our differences with the government, we had "already submitted, at length, our views of what right, justice, and a liberal and magnanimous policy require. These not having been acceded to by the department, we think it is for it to state what arrangement it is willing or disposed to make in reference thereto. Our opinions and convictions, in regard to the just and equitable rights of the Choctaws, having undergone no change, we are not in a situation to suggest any arrangement inconsistent therewith. If the government has any to propose upon the subject, we shall hold ourselves bound to give it all due and proper consideration. Our only desire is to settle our differences with it on fair, just, and equitable terms."

Third. That "respecting the Witchita and other bands of Indians, who have intruded themselves within our country, we have to remark that they are, as you (our agent) know, a nuisance, and we had far rather be rid of them altogether. In our communication to the acting Commissioner of Indian Affairs, of the 11th July last, we demanded their removal, as we had a right to do, but we are not aware that any order has been given on the subject. We have had it in comtemplation to renew this demand, and, if not complied with, to remove them ourselves—by force if necessary. We and our people have, however, as we ever

have had, every disposition to comply with the policy and wishes of the government; and, if it be an object of importance to it to have these Indians accommodated with a home within the boundaries of our country, though such an arrangement would be greatly repugnant to our inclinations and feelings, we would consent to it on fair and reasonable terms, if it can be made a part of a just and equitable adjustment of all the matters involved in the existing controversy between the Choctaws and the government. Otherwise we could not take the serious responsibility of encountering the prejudices and opposition of our people to the measure."

We thus freely and frankly stated our position and disposition. The government was materially interested in regard to two of the questions submitted to us. It had fully committed itself on the side of the Chickasaws, in favor of an essential alteration of the convention of 1837, which the Choctaws were for maintaining in all its integrity. It could not withdraw from this position with honor, and it could not carry out its pledges to the Chickasaws without the consent of the Choctaws. So long as they stood firm, that convention must stand. Their national pride, and, to some extent, their reputation, dictated and required that they should maintain their ground. The government was also embarrassed in regard to the situation of the Witchita and various other bands of Indians, who were intruders in our country. We regarded them as a nuisance, and demanded their removal. It was under obligations to comply with our demand, and to find them a suitable home. It could not well secure such a home elsewhere; and hence the importance of obtaining our consent to their remaining. It was not only in favor of, but deeply concerned in, the accomplishment of these two objects. We were opposed to them. It was therefore but fit and appropriate that it should make us propositions in relation to them. It was, in our opinion, unjust and ungenerous to demand them of us; and, under the circumstances, equally so to require one from us in regard to the settlement of our differences with the government; as the department would not, of course, consider one that did not vary from our reiterated views and deep-rooted convictions of our rights.

We used our best efforts, but without effect, to convince the department that this was the true position of the two parties—that it was for it, and not us, to make propositions. It continued to demand them, and we were finally compelled to yield, or abandon the hope which had been excited, by the reopening of the question of our claims, of effecting some arrangement for their settlement. Yet, sir, you say, in your letter, that our propositions in regard to our claims were made voluntarily!

We proposed the submission of our claims to the Senate of the United States for adjudication and decision, and cited precedents in favor of the propriety of that course. Our proposition was deemed reasonable and accepted. We agreed to lease to the government, for the permanent settlement of the Witchita and other bands of Indians in our country, that portion thereof between the 98° and 100° of west longitude, and also to quit-claim our right to territory west of the last-mentioned degree of longitude, for the sum of eight hundred thousand dollars. The department refused that sum, but offered six hundred thousand, which we agreed with much reluctance to accept. We likewise signified our willingness, on fair and reasonable terms, to concede to our Chickasaw brethren separate jurisdiction and government, within a large district of our country; and, to that extent, to abrogate the convention of 1837, to which we had been and were so much opposed. These arrangements were to be embodied in two separate conventions—one

between us and the government, and the other between us and the Chickasaw delegation. The department was in possession of the credentials of both delegations, and no question was raised as to the power and authority of either. After much difficulty and embarrassment, the two delegations came to terms, and the contract between them was drawn up and ready to be signed. The proposed convention between us and the government was also in a state of forwardness; but, at this point, questions were, for the first time, raised by the department as to the authority of both delegations to treat. Their credentials were referred to the Attorney-General, and he decided that they had not the requisite authority to consummate the proposed arrangements. There being no doubt, however, of our power and authority to enter into a convention for the settlement of the claims of our people against the government, we requested, as a matter of justice, to be permitted to do so, as our propositions had been accepted; leaving the other questions to be arranged afterwards. You refused us that boon, and gave us distinctly to understand that all three questions must be settled together or none. The new project was then started of a provisional convention, to be united in by both delegations, and to be referred to the councils of their respective tribes for confirmation, prior to its submission to the Senate of the United States. New points of difference arose between the two delegations, which were with difficulty compromised. The draft of the joint convention was then carefully prepared by General Cooper, upon whom the duty had been imposed, approved by the two delegations, and then submitted to you. You required a number of modifications to be made in it, all of which was assented to by both delegations, except two—one respecting the terms of the lease of the western portion of our country, the other relating to the manner of submitting the claims of the Choctaws to the Senate. In a memorandum of conference between the two delegations, dated the 4th instant, and submitted to you, we stated the reasons why we could not agree to these two required modifications. Learning from you that you still insisted upon them, we respectfully requested an answer to that paper in writing, but received none, though we understood you to promise to comply with our request. But with reference, more particularly, to these two remaining points of difference and difficulty.

The question in relation to the lease of a portion of our country was first proposed in your letter of instructions to Agent Cooper, which he embodied in his communication to us of the 9th of April, and which we have already quoted. You therein required him to confer with us for the purpose of ascertaining what arrangement could be made, having in view, among other things, "the permanent settlement of the Witchita and other bands of Indians in the Choctaw country." We clearly understood by this that you meant the Witchita and other alien and intruding bands in our country, whose removal we had demanded. Our reply of the next day, which is on file in your office, and which we have quoted in full on this point, shows beyond all doubt that such, and such only, was our understanding of the question. If we were in error, and the department had in view the settlement of other Indians in our country, we ought to have been so informed. The department accepted, or by its silence on the subject acquiesced in our understanding.

The record of the conference held with us by General Cooper a few days afterwards, by your direction, shows that we were still under the same impression as to the views and wishes of the government on this point. We then said that, "in regard to the settlement of the Witchita

and other Indians in the Choctaw country, the delegation have already stated what they are willing to do in relation thereto."

The next reference to the question was in a letter of the Secretary of the Interior to you, dated the 21st April, in which it was stated, that "if the Choctaws will submit a distinct offer as to the terms on which they will settle with the Chickasaws, and provide for the Witchitas and other Indians within the limits of the Choctaw country, the department will give it prompt consideration." This conveyed to our minds the same impression we had previously entertained, as to the Indians the department desired to have the right to settle in our country. In your letter of the 23d of the same month, to General Cooper, you enclosed a copy of the Secretary's letter, "for the information of the Choctaw and Chickasaw delegations, in reference to the subject of their mission, and in regard to the settlement of the Witchitas and other Indians within the Choctaw country." It is true, that in this communication you required our agent to "ascertain upon what terms the Choctaws will arrange with the United States for the use of their country west of the 98° of west longitude, for the Witchitas and such other bands of Indians as the government may desire to settle permanently west of that degree of longitude." This was the first use of language at all calculated to suggest the idea to us, that the government might desire to locate other alien Indians in our country than those already there. But, from the fact of a different understanding being so firmly fixed in our minds, and the language of the Secretary's letter, which was the foundation and authority for yours, harmonizing therewith; and knowing of no alien Indians, but those already in our country, which the government could desire to settle there; our impression, as to the meaning and intention of the department upon the subject remained unchanged; as is sufficiently manifest in our letter of the 24th of April, to General Cooper, in reply to those of the Secretary and yourself. In that letter we signified our disinclination to surrender the use of any part of our country east of the 99° of west longitude, but agreed to lease to the government, for the use of the Indians we had in view, that portion of it between that and the 100° of west longitude. In view of the probability of the western line of the separate district of country for the Chickasaws being fixed at the 98° west longitude, General Cooper, by your direction, in a communication dated May 2d, requested us to state on what terms we would lease from that to the 100°, "for the permanent settlement of the Witchita and other bands of Indians within the territorial limits of the Choctaw Nation." Here, again, the same language was used; and our reply of the next day shows that we were still under the same impression as to the views and intentions of the government.

Prior to the two delegations being brought together in the joint negotiations with the government, the draft of the separate convention with us, made by General Cooper, was submitted to you. The same language was used in it, viz, "For the permanent settlement of the Witchita and other tribes or bands of Indians within the Choctaw country." You did not object to it, or signify any desire to have it modified so as to be made more comprehensive. It was not until you did so, on the draft of the joint convention being submitted to you, that we came to understand that it was designed to locate other alien Indians in our country than those already there; and all such others as the department might choose, without any restriction. You required the language of the convention to be so changed as to give the government that

right, but to this we would not consent. It was not what we had agreed to, and we had well-founded and serious objections to it.

The lease we had consented to agree to was a limited one, viz: for the permanent settlement, within the country leased, of the Wichita and several alien tribes and bands now in our country—the government to have the control of them, but we still to retain jurisdiction over the country itself, with the right of settlement therein by Choctaws and Chickasaws, as heretofore, as expressed and provided for in the convention. If the government had the unrestricted right to bring in any and all Indians it pleased, the whole district might soon be filled up with a discordant, restless, and predatory population, which would endanger the frontier settlements of the Choctaws and Chickasaws; deprive us, practically, of our jurisdiction, and necessarily exclude Choctaws and Chickasaws from settling within the district, if they so desired. Such an arrangement would be a virtual sale of that portion of our country, to which we could, under no circumstances, submit. Moreover, the consideration offered would be entirely inadequate. We had agreed to relinquish our claims to territory west of the 100° of west longitude, embracing at least six and a half millions of acres. The district desired to be leased contains quite seven millions more; so that, practically, the government would have acquired from us some thirteen and a half millions of acres of land, for the certainly insufficient sum of six hundred thousand dollars. You then consented to modify the amendment you had required. You first proposed a sectional or geographical line, and to exclude the Indians north of it. If we agreed to an enlarged proposition, with a restriction, we did not desire the restriction made in that way. We preferred to have the Indians which the government should have the right to bring in designated by name. You next proposed to exclude all the Indians whose permanent homes or permanent ranges were north of the Arkansas and Canadian Rivers, which form our northern boundary; and also all those belonging to New Mexico—giving to the government the right to locate in our country any or all of the Indians east of that territory, and south of those rivers—numbering, in all probability, not less than thirty thousand. Before any conclusion was come to in regard to this proposition, you again changed your ground, and sent us another, making the Arkansas, instead of the Canadian river, the line of exclusion, in respect to the Indians not having permanent homes, so as to include a host of other wild, lawless, and robber bands, whose permanent ranges extend south of the Arkansas. You said that if we would consent to this, and to the modification you exacted in the terms of the submission of our claims to the Senate, you would increase the consideration from six to eight hundred thousand dollars for the lease. In our communication of the 11th instant we very briefly stated some of the reasons why we could not consent to such an arrangement, under any circumstances, or for any price; and those reasons, and the additional objections we have now stated, are, we think, fully sufficient to justify our refusal. In a spirit of accommodation and concession, however, we stated in our letter of the 11th instant, that for the additional two hundred thousand dollars, offered by you, we would consent to your proposition, giving the government the right to settle any Indians in our country except those whose permanent homes are north of the Arkansas, or whose permanent ranges are north of the Canadian River, and those belonging to New Mexico. You not only made us this proposition, but you stated in a subsequent communication of June 7th, to the Acting Secretary of the Interior, that it would "be proper to assure the Choctaws, in express terms in the treaty, that none of the

Indians, who now have permanent homes, or whose permanent ranges and hunting-grounds are north of the Canadian and Arkansas, shall be located in the country leased of them." Yet you now insist on a more enlarged proposition, and say, in your letter of the 12th instant, that the government must be left unembarrassed in relation to the Indians to be settled in our country, subject only to the proviso in that proposition which excludes the Indians of New Mexico, and those whose permanent homes and ranges are north of the Arkansas; but which would admit all the wild and lawless tribes and bands of the plains, who range backwards and forwards across that river. We deem it not disrespectful to ask why, if you desire to provide a location for the colonization of the wild Indians north of the Canadian, as well as those south of it, you do not make an arrangement therefor with the Creeks and Cherokees, on and west of whose western borders the ranges of those Indians lie? If all these wild Indians must be brought in upon the more civilized tribes, why not distribute them, instead of attempting to thrust all of them upon the Choctaws and Chickasaws?

And now let us take a brief review of the different propositions respecting the submission of the Choctaw claims to the Senate for adjudication.

Our first proposition, drawn from us in the manner heretofore stated, was, in general terms, to submit the whole subject to the Senate, leaving it to that body to say whether we should have the net proceeds of the lands, or a sum in gross. To this proposition, although it said nothing about the assumpsit by the Choctaws of the debts of the United States to individuals of the tribe, the Secretary of the Interior said he could see no objection. When the proposition came to be embodied in the project of a treaty drawn up by General Cooper, it was thought proper to provide, that *in case* the Senate should award to the Choctaws the net proceeds of the lands, they should *thereupon* become bound to pay the just claims of individuals of the tribes against the United States. Inasmuch as these claims are, by the treaty of 1830, liens on the lands, there is an obvious reason why the Choctaws should be held bound for their payment, provided they are allowed the proceeds of the lands. But, being under no obligation whatever to assume the debts of the United States, except in the case and for the reason stated, it was also deemed proper to provide, that should the Senate allow a gross sum, instead of the net proceeds of the lands, the Choctaws should not be bound to pay the claims of individuals against the United States, unless the sum so allowed should be received by them in full satisfaction of all their claims, whether national or individual. This last proposition you propose to amend, so as to fasten upon the Choctaws, absolutely and unconditionally, the obligation to pay the debts of the United States to the individuals of the tribe, be the sum allowed by the Senate great or small. The ground on which you objected to the provision, as agreed on by General Cooper and ourselves, was, that it made only a partial submission, and did not give to the Senate full power over the subject. We have heretofore assigned good and sufficient reasons for not agreeing to your amendment, which, permit us to say with all due respect, you have not even attempted to answer; but, being anxious to meet your views in every particular, as far as a due regard to the rights and interests of our people will permit, and in order to disabuse ourselves of imputed unwillingness to trust the Senate, we have proposed to stipulate as follows: That, "in case the Senate shall allow a gross sum, instead of the net proceeds of the lands, the same shall be accepted and received by the Choctaws, in full satisfaction of

all their national claims against the government, but they shall not be bound to assume and pay the claims of individual Choctaws against the United States, unless the Senate, in making said allowance, shall so direct; it being expressly understood that the adjudication and decision of the Senate shall be final." This, beyond all doubt or cavil, provides for a full and unreserved submission of the whole subject to the Senate, and is consequently free from the objection made by you to the original provision. It comes so near to your own proposition, that we had hoped it would be promptly and cheerfully accepted. And, yet, it seems you are "constrained to reject" it; frankly admonishing us, withal, that if we have the temerity to insist on it, further discussion will be fruitless, and all our negotiations must fail. Whether your admonition was given by way of menace or advice, we have received it kindly, and been led by it to weigh more exactly the difference between your proposition and ours; which, we find, is neither more nor less than this: By your proposition, the Choctaws will be bound to pay the debts of the United States to individuals of the tribe, in any event, and without condition. By our proposition, the Choctaws will be bound to pay said debts, in the event, and upon the condition, that the Senate shall so direct. In other words, you propose that the debts in question be *now and unconditionally* saddled upon the Choctaws; while we propose that it be left to the Senate to decide whether they shall be saddled upon the Choctaws or not—the action of that body being, in both cases, alike final and conclusive. And so it clearly appears that the only issue between us is, shall the Commissioner of Indian Affairs, or the Senate of the United States, have the privilege of saddling certain government debts upon the Choctaw people? We sincerely regret that you are "unable to perceive the propriety" of declining this privilege in favor of the Senate. There is abundant reason, we think, why you should prefer our proposition to yours.

1st. It will relieve you from what would seem to be an unpleasant task—that of fastening upon the Choctaws a heavy pecuniary burden, without securing to them, at the same time, adequate compensation. Under your proposition nothing is *certain*, except that a heavy liability of the United States will be transferred from them to the Choctaws. If we had as little confidence in the Senate as your proposition indicates, we should regard it as a proposition to commit the lamb to the wolf.

2d. Our proposition is more respectful to the Senate, because it gives them a larger discretion. Yours, indeed, allows them none.

3d. It may be that the Senate, when they come to consider the subject, will conclude that it will be wrong in principle, or inexpedient, to transfer liabilities of the United States to an Indian tribe, in the manner contemplated; and that the government, in such case, ought to pay its own debts directly to the parties entitled. Under our proposition, it would be competent and consistent for that body so to decide, but under yours it would not.

4th. Should the Senate allow a gross sum, and entertain the opinion that the duty of the government would be best discharged by setting apart a specific portion to be paid directly to individual claimants, it would certainly be proper for them to have the power of making such an award; but your proposition would deprive them of that power.

5th. A provision that the Choctaws shall be bound to pay the debts of the government, whether the Senate shall approve the provision or not, is apparently so arbitrary and harsh that it may provoke opposition, and endanger the ratification of the treaty.

6th. There is no necessity for such a provision in advance; for, if it be proper to saddle the debt upon the Choctaws, the Senate will doubtless so direct; which direction will be equally binding and conclusive.

7th. Whether the Choctaws shall be charged with the payment of the government debts or not, is a question that the Senate is as competent to decide, justly and wisely, as the Commissioner of Indian Affairs.

8th. Our proposition is in strict conformity to precedent, and yours is not. The policy of putting fetters on the Senate, and of restraining them from excessive liberality to the Indians, is now proposed, we believe, for the first time. We see neither necessity nor excuse for any such ungracious prudence.

It would be an easy task to multiply still further objections to your proposition, and reasons why ours should be preferred; but we trust that enough has been said to satisfy even your mind, that in insisting on our proposition we are not acting from a captious spirit, but from a well-founded conviction of what is right and proper. If there be one substantial reason why you should insist on your proposition, and put an end to our negotiations, because we do not agree to it, the reason has not been suggested by you, nor has it occurred to us.

But you are "nevertheless constrained to reject the mode of submission proposed by us." *Constrained!* In what does the constraint consist? By whom, and how is it imposed? Having demonstrated that the *only* issue between us is, whether you or the Senate shall be permitted to saddle the Choctaws with certain liabilities of the United States; it seems to follow, necessarily, that you must be "constrained" by a desire to deprive the Senate of the privilege, and to do execution upon us yourself. From such an office we would think our guardian would seek to be delivered. That you have placed yourself in an unnatural position towards the Choctaws in this matter, is, to us, painfully manifest; and we yet indulge the hope that you will reconsider the subject, and conclude not to sacrifice the important interests involved in our negotiations, merely because we have disagreed to an unreasonable and harsh proposition.

Very respectfully, your obedient servants,

P. P. PITCHLYNN,
ISRAEL FOLSOM,
SAMUEL GARLAND,
DICKSON W. LEWIS,
Choctaw Delegation.

Hon. G. W. MANYPENNY,
Commissioner of Indian Affairs.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, June 18, 1855.

GENTLEMEN: I have the honor to acknowledge the receipt of your communication of the 14th instant, and to inform you that I have carefully considered its contents.

I shall not, at this time, attempt to reply to your very labored effort, to show that I have not been consistent, in my intercourse and communication with you, in relation to the subject-matter of negotiation.

If necessary, at any time, to vindicate myself, I feel that there is nothing in the way to embarrass me.

The government has had a sincere desire to see the matters of difference or controversy between the Chickasaws and yourselves settled on principles just to both, and thus all cause of irritation removed in the future. Not less has it desired to see the business matters of the Choctaws with the United States so adjusted, if possible, as to command the sanction of not yourselves alone, but the whole of your people; and, in negotiating with you, I have been impressed, I am very sure, with an anxious desire to do whatsoever I could, consistent with duty, to accommodate my views to yours.

In relation to the restrictions you desire to impose in the article leasing a portion of your country, I have frankly, and from the very first time that the articles of convention—drawn up, at your instance, by Agent Cooper—were submitted to me, objected to that clause, and inserted an amendment in pencil, which is still remaining therein.

I also objected, at once, to the language used in submitting certain questions to the Senate; seeing no propriety, whatever, in the qualified submission proposed by the article.

On both these points I have had several free conversations with the Choctaw delegates, and have expressed my opinion very fully and freely, especially as to the absolute necessity of making the award of the Senate, for the claims of Choctaws, whether national or individual, final and conclusive.

I am not enabled, from anything that appears in your last communication, to change my views on this point.

You refer frequently, in your last communication, to the agreement or project of a treaty as drawn up by General Cooper, the United States agent for the Choctaws; and, in one or more instances, in such general language, as to leave the impression that by mutual agreement between, and embodying views as agreed upon by us, he had drawn up the instrument. Of course, such was not your intention; but to avoid the erroneous impression your communication might make on the general reader, it may be proper here to state that General Cooper was not authorized by me to draw up a project of a treaty, embodying the matured views of the delegation and myself, but was instructed to draw up such an instrument as you desired; the contents of which were unknown to me, until the instrument was adopted by yourselves and the Chickasaws, and then handed to me for consideration.

I shall regret if your persistence in the positions you have assumed, on the points of difference, shall defeat the negotiations; but shall, at the same time, feel assured in my own mind that I have asked nothing but what justice and good faith require.

I am fully sensible of the importance of the harmonious adjustment of the questions of irritation that exist between you and the Chickasaw people, and am desirous to see all causes of difficulty removed; and am sincerely anxious that your business matters with the government may be satisfactorily disposed of, to the end that our relations with the Choctaws shall be adjusted and finally settled; and shall extremely regret, if, by your persistence, that which is so desirable and seemed so likely at one time to be accomplished, shall fail.

Very respectfully, your obedient servant,

GEO. W. MANYPENNY,
Commissioner.

Messrs. P. P. PITCHLYNN,
ISRAEL FOLSOM,
SAM'L GARLAND,
DICKSON W. LEWIS,
Choctaw Delegates, now in Washington.

Endorsement of Choctaw delegation on the above.

This communication requires no reply. It is no answer to our letter of the 14th instant; and shows that nothing is to be gained by further correspondence with the Commissioner.

WASHINGTON, *June* 18, 1855.

NOTE.—Having been verbally informed, after the close of the correspondence, that the Commissioner of Indian Affairs was willing to modify his proposition in regard to the lease of a portion of the Choctaw country, so as to make it less objectionable to the Choctaws, the delegation, relying confidently on the justice and liberality of the Senate, concluded to yield to the requirements of the commissioner; and, on the 22d of June, in conjunction with the Chickasaw delegation, signed a treaty, providing, among other important measures, for the submission of the claims of the Choctaws to the Senate for adjudication; for the adjustment of the matters in controversy between the Choctaws and Chickasaws; and for a lease to the United States of the western portion of the Choctaw country, for the permanent settlement therein of the Witchita and other Indians; said treaty to take effect when ratified by the councils of the two tribes, and by the Senate of the United States.

P. P. PITCHLYNN,
ISRAEL FOLSOM,
SAMUEL GARLAND,
DICKSON W. LEWIS,
Choctaw Delegation.

APPENDIX.

WASHINGTON CITY, *April* 26, 1855.

GENTLEMEN: We have had the pleasure to receive a communication from your agent, General Cooper, informing us that you are willing to receive and consider any proposition we may see fit to make in reference to the readjustment of the boundary of the Chickasaw district and the political relations of the Choctaw and Chickasaw tribes, as established by the conventions of 1837 and 1854.

Trusting that you are now well satisfied that the best interest of your people would be promoted by conforming to the wishes of the Government of the United States respecting the relations between them and the Chickasaws, we proceed at once to submit for your consideration two propositions, each of which, we are convinced, ought to be considered liberal and satisfactory.

First proposition.—That a convention be signed and concluded relinquishing, on the part of the Choctaws, all title and claim to the land within the limits of the Chickasaw district, and conceding to the Chickasaws exclusive ownership and jurisdiction as an independent tribe within said limits; they agreeing to pay in full therefor ($300,000) three hundred thousand dollars.

Second proposition.—That a convention be signed and concluded providing:

1st. That the Chickasaws shall have the right, in perpetuity, of a separate and independent government over all that part of the Chickasaw district which is east of the 98° of west longitude.

2d. That no portion of the territory west of the 98° of longitude shall ever be sold, or otherwise disposed of, except with the consent and for

the equal benefit of both tribes; and until disposed of it shall be under the jurisdiction and government of the Chickasaws.

3d. That the Choctaws and Chickasaws shall equally and alike have the privilege of settling within the territorial limits of either tribe.

4th. That in full consideration of the foregoing concessions, the Chickasaws immediately pay over to the Choctaw delegation ($100,000) one hundred thousand dollars.

Soliciting an early response to this communication, we remain,

Your friends and brothers,

EDMUND PICKENS, his x mark.
SAMPSON FOLSOM,
Chickasaw Delegates.

Messrs. P. P. PITCHLYNN,
SAMUEL GARLAND,
ISRAEL FOLSOM,
D. H. LEWIS,
Choctaw Delegates.

WASHINGTON CITY, *April* 30, 1855.

GENTLEMEN: We have received and carefully considered the alternative propositions, made to us in writing by you on the 26th inst., in regard to a change in the existing relations between the Choctaw and Chickasaw tribes.

For reasons not necessary to mention, we could not, under any circumstances, agree to your first proposition. Nor could we agree to the second without material modifications, which we will make known to you in a verbal conference, which we propose, at such time as will suit your convenience, in the presence of Gen. Cooper, our agent, and at his rooms.

Your friends and brothers,

P. P. PITCHLYNN,
ISRAEL FOLSOM,
SAM'L GARLAND,
DICKSON W. LEWIS,
Choctaw Delegation.

To EDMUND PICKENS and
SAMPSON FOLSOM,
Chickasaw Delegation.

WASHINGTON CITY, *April* 30, 1855.

GENTLEMEN: Your communication of this date, in reply to ours of 26th inst., has been received; and, in answer to your suggestion to hold a verbal conference with us, on the subject-matter of our second proposition, we propose to meet you to-morrow morning, at 10 o'clock, at Gen. Cooper's rooms.

We are your friends and brothers,

EDMUND his + mark. PICKENS,
SAMPSON FOLSOM,
Chickasaw Delegates.

To Messrs. Col. P. P. PITCHLYNN,
ISRAEL FOLSOM,
SAMUEL GARLAND,
DICKSON W. LEWIS,
Choctaw Delegates.

Decision of the Choctaw Delegation, in council, on the propositions of the Chickasaw Delegation, and general terms upon which they will consent to a new arrangement with the Chickasaws.

The Choctaw delegation reject, altogether, the first proposition of the Chickasaw delegation. In their letter to Gen. Cooper, Choctaw agent, of April 24th, they stated, emphatically, that they could not, under any circumstances, agree to any such proposition, for reasons which they gave. It was only a modified proposition which they agreed to consider.

The second proposition of the Chickasaw delegation, being a modified one, they have taken it into consideration. They cannot agree to it without material modifications.

1st. They wish a western outlet, past or through the proposed modified Chickasaw district. It would be awkward and unsatisfactory to have their country divided, and their jurisdiction sundered, as would be the case by the Chickasaw district running entirely across from Red River to the Canadian, as proposed. In order to give them such an outlet, they propose a restricted northern boundry for the Chickasaw district, viz, a due east and west line, at least thirty miles from the Canadian at the nearest point. The manifest importance and propriety of such an outlet, will, they think, satisfy their Chickasaw brethren of the propriety of a modification of their proposition in this respect.

2d. The Choctaw delegation cannot consent to concede, to their Chickasaw brethren, jurisdiction over the country which may be thrown out by the contraction of their district.

3d. The Choctaw delegation will consent to take the $100,000 offered by the Chickasaws, provided they will relinquish all interest in the country thrown out of their present district by the contraction of its limits. If the Chickasaws cannot consent to such relinquishment, the Choctaw delegation cannot agree to the concession desired by the Chickasaws, for a less sum than $200,000.

4th. It must be distinctly understood, and, if necessary, provided for in any new agreement which may be entered into, that the relative interest or control of the two tribes, with respect to the disposition of the country within the Chickasaw district, shall remain as fixed and defined by the convention of 1837.

5th. Other proper details—as to rights of residence and property, of persons of either tribe, within the limits of the jurisdiction of the other; surrender of criminals escaping from the one and taking refuge in the other, &c., &c.—to be provided for in the new convention.

P. P. PITCHLYNN,
ISRAEL FOLSOM,
SAM'L GARLAND,
DICKSON W. LEWIS,
Chocktaw Delegation.

WASHINGTON CITY, *April* 30, 1855.

NOTE.—The negotiations between the Choctaw and Chickasaw delegations, for the settlement of the matters in controversy between the two tribes, and which were attended with much perplexity and difficulty, were principally carried on verbally.

(Indorsed:) Senate Mis. Doc. No. 31, 34 Cong., 1 Sess. Memorial of the delegates & representatives of the Choctaw nation of Indians, praying that provision may be made for the final settlement of their claims under the treaty of 1830, & all other treaties. 1856, March 18.—Referred to the Com. on Indian Affairs & ordered to be printod. 1859, Feb'y 15.—Report. Mr. Sebastian.

No. 2.—R. B. E.

MEMORANDUM OF PARTICULARS IN WHICH THE CHOCTAW NATION AND INDIVIDUALS ARE ENTITLED TO RELIEF AND COMPENSATION IN CASE THEY ARE NOT PAID THE NETT PROCEEDS OF THEIR LANDS CEDED BY THE TREATY OF SEPT. 27, 1830.

Questions submitted to the Senate of the United States by the treaty with the Choctaws and Chickasaws, ratified 21st February, 1856.

"ARTICLE XI. The Government of the United States, not being prepared to assent to the claim set up under the treaty of September the twenty-seventh, eighteen hundred and thirty, and so earnestly contended for by the Choctaws as a rule of settlement, but justly appreciating the sacrifices, faithful services, and general good conduct of the Choctaw people, and being desirous that their rights and claims against the United States shall receive a just, fair, and liberal consideration, it is therefore stipulated that the following questions be submitted for adjudication to the Senate of the United States:

"First. Whether the Choctaws are entitled to, or shall be allowed, the proceeds of the sale of the lands ceded by them to the United States, by the treaty of September the twenty-seventh, eighteen hundred and thirty, deducting therefrom the costs of their survey and sale, and all just and proper expenditures and payments under the provisions of said treaty; and if so, what price per acre shall be allowed to the Choctaws for the lands remaining unsold, in order that a final settlement with them may be promptly effected. Or,

"Second. Whether the Choctaws shall be allowed a gross sum in further and full satisfaction of all their claims, national and individual, against the United States; and if so, how much.

ARTICLE XII. In case the Senate shall award to the Choctaws the net proceeds of the lands, ceded as aforesaid, the same shall be received by them in full satisfaction of all their claims against the United States, whether national or individual, arising under any former treaty; and the Choctaws shall thereupon become liable and bound to pay all such individual claims as may be adjudged by the proper authorities of the tribe to be equitable and just—the settlement and payment to be made with the advice and under the direction of the United States agent for the tribe; and so much of the fund, awarded by the Senate to the Choctaws, as the proper authorities thereof shall ascertain and determine to be necessary for the payment of the just liabilities of the tribe, shall on their requisition be paid over to them by the United States. But should the Senate allow a gross sum, in further and full satisfaction of all their claims, whether national or individual, against the United States, the same shall be accepted by the Choctaws, and they shall thereupon become liable for, and bound to pay, all the individual claims as aforesaid; it being expressly understood that the adjudication and decision of the Senate shall be final."

PARTICULAR 1ST.

[*For interest of Western Choctaws unsatisfied in lands ceded.*]

If the Choctaws are not to receive the nett proceeds of their lands, then an equivalent is clearly due these Choctaws and the descendants of those who had emigrated to the western side of the Mississippi prior to the treaty of 1830, for their interest in the lands reserved for indi-

viduals of their own people, and for their share and proportion of so much of the price paid for the national lands as was applied to the payment of expenses of removal and subsistence of others of their people, and to other individual uses.

There were west of the Mississippi, when the treaty of 1830 was made, about 2,000 Choctaws, and east of it about 28,000.

The United States cannot deny that those who had removed still retained an interest in the national lands east of the Mississippi; for their commissioners who made the treaty of 1820, over and over again announced to the Choctaws that it was the President's determination, if those east of the Mississippi would not treat for a cession of their lands, to treat with those west of that river for a cession of the whole, or an exchange, acre for acre. (*Am. St. Pap.*, 2 *Ind. Aff.* 234, '5, '6, '7, '9, 240.)

By the treaty of 1820 the United States conveyed to the Choctaws the country now held by them west of the Mississippi. It belonged to the nation—to *all* the Choctaws—those east as well as those west of the Mississippi in 1820 and 1830;—nobody doubts that. Of course it follows that those west remained co-owners of the national lands east, and entitled, upon a sale of them, to their full and fair share of the proceeds.

These lands, we have already shown, the Choctaws held by title in perpetuity, because the United States had solemnly agreed that they should never be disturbed in their possession until all their lands should be apportioned among their families and individuals, and should then hold in fee-simple, and that this apportionment should never be made without the consent of the nation. No technical words are necessary in a law or treaty to carry a fee-simple. "What," said Lord Coke, "*is* the land but the *profits* thereof?" A grant of *rents* in perpetuity carries the fee. An ordinary conveyance, without any covenant of warranty, will suffice in equity to force the transfer of a title afterwards acquired by the grantor; and a covenant for perpetual enjoyment (which was precisely the covenant made by the United States with the Choctaws in 1820 and 1825) will *estop* the grantor, even at law, to set up an after-acquired title, and cause it to enure to his grantee.

When, in 1830, the United States purchased the Choctaw lands east of the Mississippi, they agreed to pay to *Eastern* Choctaws ALONE, out of the purchase-money of those lands belonging jointly to them and the Western Choctaws (the former numbering about 24,000 and the latter about 2,000 souls), the following amounts of money, and reserved to them ALONE the following quantities of land:

Moneys paid to and for Eastern Choctaws:

Removal and subsistence one year	$1,300,000
Blankets, looms, &c	27,100
Rifles, ammunition, &c	75,000
	$1,402,100

Lands reserved for Eastern Choctaws alone:

	Acres.	
In treaty of 1830	2,528,920	
In supplement	59,040	
	2,588,960	
Or, in money, at $1.25 an acre		$3,236,200
Add moneys as above		1,402,100
		$4,638,300

Of which the Western Choctaws were in justice entitled to one thirteenth part, or $356,792.

And, of the proceeds of these lands, the Western Choctaws *received: First.* Such interest as they had in paying salaries, and for clothing of chiefs, speakers, secretaries, and captains—say one-thirteenth of $50,700

Same interest in annuity for twenty years		400,000
Do.	in education fund, &c	322,000
Do.	pay of blacksmiths and millwrights	53,880
		$825,580

One-thirteenth part of which was $63,506; most of which being payable by instalments, it was not equivalent to more than $50,000 would have been, paid down in 1830.

As appears by the treaty of August 6, 1846, between the United States and the Cherokees, it was decided, in a perfectly parallel case with that which existed between the different portions of the Choctaws, that the Western Cherokees had no exclusive title to the territory ceded to them by their treaty of the year 1828; but that the same was intended for the use of, and to be the home for, the whole nation, including as well that portion then east as that portion then west of the Mississippi, [as is the case with the Choctaws;] and that, *therefore*, by the equitable operation of the same treaty, the Cherokees then west of the Mississippi acquired a common interest in the lands occupied by the Cherokees east of the Mississippi, as well as in those occupied by themselves west of it; and ought, besides their interest in the lands west of it, and in the general funds of the nation, to be paid for that interest in the lands east of the Mississippi; in accordance with which decision they were paid more than $500,000.

Upon the same principle, (for the wit of man can find no difference between the cases,) the Western Choctaws retained a common interest in the lands east of the Mississippi, ceded and reserved by the treaty of 1830, in proportion to their numbers; and, to have received the benefits and avails of this common interest, they too should have had equal reservations, or their equivalent, and a sum of money, over and above all paid jointly to them and the Eastern Choctaws, equal to their interest in all of the purchase-money that went to the exclusive benefit of those Eastern Choctaws.

The justice of this is evident, and the wrong done the Western Choctaws will be more apparent if we reflect that those still east could receive and dispose of reservations of land in which the Western Choctaws had a joint interest; could sell those reservations for their own *exclusive* benefit, and then remove west and have an *equal* interest in all the western lands.

This presents no question as to the construction of the treaty of 1830. It is outside of that treaty—an equity not provided for by it. It stands on the same equity as that upon which there was secured to the Western Cherokees, by the treaty of 1846, the benefit of their interest in the lands east of the Mississippi, ceded by the treaty of 1835. That interest was recognised by the President and Senate, and the benefit of it given them by treaty.

The Western, or Old Settler Cherokees, like the same class of Choctaws, had emigrated before the whole body of the nation; and the Cherokee lands, like the Choctaw lands east of the Mississippi, had been ceded long afterwards. Article IV of the treaty of 1846 recited,

that it had been decided, that under the provisions of the treaty of 1828, (by which a home in the west was provided for the Cherokees, as one was provided for the Choctaws by the treaty of 1820,) as well as in conformity with the general policy of the United States, in relation to the Indian tribes, and the Cherokees in particular, the Old Settlers or Western Cherokees had no *exclusive* title to the territory (west of the Mississippi) ceded by that treaty, but the same was intended for the use of, and to be the home for, the whole nation, including as well that portion then east, as that portion then west, of the Mississippi; and that it had also been decided that, *therefore*, the Cherokees west of the Mississippi, in 1828, by the equitable operation of the same treaty, acquired a common interest in the lands occupied by the Cherokees *east* of the Mississippi, as well as in those occupied by themselves west of that river; that that interest *should* have been provided for in the treaty of 1835, *but was not*, (as the like interest of the Old Settler Choctaws in the lands east of the Mississippi *was not* by the treaty of 1830,) except in so far as they, as a constituent portion of the nation, retained, in proportion to their number, a common interest in the country west of the Mississippi, and in the general funds of the nation; and the treaty therefore declared that the Old Settlers had an equitable claim on the United States for the value of their interest in the lands east of the Mississippi, whatever that interest might be. And accordingly a basis was fixed, upon which to ascertain to what share of $5,000,000, the purchase-money of said lands, they were entitled, in proportion to their numbers. (9 *Stat. at Large*, 871.)

The two cases are parallel, or, to use a common expression, run on all-fours with each other; and the article for a treaty allowing the Choctaws for *their* claim would be almost literally the same, except dates and names, as this article of the Cherokee treaty. The very ground of the relief given the Old Settler Cherokees was that they were *not* provided for by the treaty of 1835 as they should have been, though they were joint and equal co-owners of the lands ceded thereby. That is the very ground of this claim; that the Old Settler Choctaws retained an equal interest, in proportion to numbers, in the lands east of the Mississippi, having only a like interest in the lands west of it; and that, when the treaty of 1830 was made, *they* should have received the same benefits under it as their brethren, who received reservations, and could sell them, and then remove to the west and have an equal interest in the lands *there* with every old settler; thus realizing an interest doubly as great as his. This gross inequality in the operation of the treaty of 1830 gives the same equitable claim that was recognised in the case of the Cherokees, by the treaty of 1846. It is but an equitable claim, as that of the Cherokees was; but it has *the same* equity that theirs had, in as ample measure.

If the decision of the commissioners, adopted by the President and Senate in the Cherokee case, was correct, then it is clear that the Western Choctaws retained an equal interest in the lands east of the Mississippi; and it is equally clear that that decision *was* undeniably right.

Now the Western Choctaws *were no parties to the treaty of* 1832, which ceded those lands, *and therefore have never parted with their interest therein;* for they, having in 1830 a separate government from the Eastern Choctaws, were bound by none of their laws, acts, or treaties.

It is therefore certain that in one shape or the other they are entitled to compensation for their interest in such lands. If they had been parties to the treaty they would have been entitled to reservations, and not have received them. Being no parties to it, they are entitled

to the same compensation as the other joint owners—that is, to reservations or their value, over and above their share of the money consideration.

PARTICULAR 2D.

[*Damages sustained by non-performance and violation by the United States of article* 14 *of the treaty of* 1830.]

Of the aggregate claimed as due the Choctaws, the sum of $2,658,994.70, more than four-fifths of the whole, is for claims growing out of the 14th article of the treaty of 1830, namely:

For various losses and damages sustained by the Choctaw reservees, whose reservation claims have been allowed, and have been in part satisfied	$1,848,194 70
For reservees whose claims have not been heretofore allowed	810,800 00
	$2,658,994 70

The true character of these claims cannot well be understood without an attentive examination of the treaty of 1830, particularly of the 14th article, and of the manner in which its provisions have been executed.

The treaty evidently was made with and for two classes of Indians:

First. Those who wished or could be persuaded to emigrate.

Second. Those who intended to remain in the Choctaw country east of the Mississippi.

For the first class the treaty secures:

1. First of all, "jurisdiction and government within their limits west," and protection from the laws of "any State or Territory."
2. "A qualified agent," to see that their rights were enforced and secured.
3. In the 15th and 19th articles, and in the supplement, pay for improvements by providing reservations for over 1,700 families.
4. Expenses of emigration and one year's subsistence.
5. Stock cattle, in place of those left behind.
6. Ample provision for churches, schools, teachers, mechanics, &c., and for expenses of government.
7. A liberal supply of agricultural implements, and of arms, ammunition, &c.
8. A large additional annuity.
9. Exclusive right to all former annuities.

The second class, on the other hand, were excluded from all the benefits of the treaty, except those contained in the 14th article, which is in the following words:

"Each Choctaw head of a family, being desirous to remain, and become a citizen of the States, shall be permitted to do so by signifying his intention to the agent within six months from the ratification of this treaty, and he or she shall thereupon be entitled to a reservation of one section of six hundred and forty acres of land, to be bounded by sectional lines of survey; in like manner shall be entitled to one-half that quantity for each unmarried child, which is living with him, over ten years of age; and a quarter section to such child as may be under ten

years of age, to adjoin the location of the parent. If they reside upon said lands, intending to become citizens of the States, for five years after the ratification of this treaty, in that case a grant in fee-simple shall issue; said reservation shall include the present improvement of the head of the family, or a portion of it. Persons who claim under this article shall not lose the privilege of a Choctaw citizen, but, if they ever remove, are not to be entitled to any portion of the Choctaw annuity."

It will be seen that the reservees for whom this article provides—

1. Are not limited in number;
2. May hold under the Indian title five years;
3. After five years' occupation are no longer to hold as Indians, but from the United States, by grant in fee-simple, and
4. Are then to become "citizens of the States."
5. Forfeit all share in the annuities.

The accounts of what took place while the commissioners were engaged in negotiating the treaty show that these provisions all correspond with what was said and done by the parties during the negotiations.

The commissioners represented that the great object to be desired by the Indians, and by the government in behalf of the Indians, was *protection from the State laws;* that such protection could not be given in Mississippi—could only be secured by emigration; that they did not come as traders; cared nothing for their lands; their only object was jurisdiction over the country. But, they continued, "if you prefer to live under our laws and customs, remain and do so;" "determine what you mean to do; record the votes of your head men, and let us know who are willing to remove, and who are opposed." (Sen. Doc. 512, 1st sess., 23d Cong., vol. 2, p. 257.)

Two sets of propositions were before the contracting parties; each intended to serve as the basis of a treaty. The first set presented by the United States commissioners contained, among other things, a provision giving "reservations to others who may probably not remove, say 150 persons at 640 acres, is 96,000 acres." (Ibid., p. 259.)

The other set, which in the published proceedings is headed "Choctaw proposals for the basis of a treaty, in lieu of those heretofore proposed," leaves out this provision for 150 persons, and in place of it contains the 14th article, in almost the exact words in which it appears in the treaty. In all other respects the two sets of proposals are substantially the same, with the exception of the provisions for persons having land in cultivation, embodied in the 19th article of the treaty, which are found in the "Choctaw proposals," to be intended for others "who will remove," and to take the place of the words "reservations of sections or acres," and of an item of $50,000 "for improvements for those who have no reservations," in the set offered by the commissioners. There is also one other exception: the annuity is reduced in the second set as in the treaty, from $25,000 to $20,000. (Ib., pp. 261-2-3.)

Greenwood Le Flore, who was chief of the principal district, and decidedly the most prominent and influential man among the Choctaws who made the treaty, states in his testimony, taken before the commissioners charged with the examination of claims under the 14th article, that he urged the treaty upon his people, in the face of a strong opposition, which, he says, "I finally determined, if possible, to remove, by suggesting the insertion of the 14th article. This article was accordingly inserted; and believing it removed the principal objection to the treaty, I signed it myself, and procured for it the support of many who were previously hesitating and undetermined." "This article," he adds, "was inserted to satisfy those in the southern part of my district, and

other parts of the Choctaw country, who were opposed to the treaty, and were inimical to me, from an impression which prevailed among them that I wished to sell their country and force them to go west."

The substance of the treaty, and the order in which it is arranged, both accord with this statement of Mr. Le Flore, and with the views of the commissioners above quoted.

Its first material stipulation is, that the "Choctaw nation of Indians" cede their country east and agree to remove west.

In expressing the consideration on the other side, the United States, after promising jurisdiction and protection from State laws in the west, first of all agree that each Choctaw head of a family, who desires to remain, shall be permitted to do so, and shall have a section of land.

The Choctaws, as a tribe, cede their country and agree to go west, and that is the only stipulation on their part.

On the other hand, the United States agree that every individual Choctaw who wants to, can stay behind, and can retain his fair proportion of the soil for five years, *as an Indian*. At the end of that time, if he still wants to stay, he can do so, and can keep his land, but *not as an Indian*. He can no longer hold under the Indian title. He is to become a citizen of the States, and is to hold as other citizens do, by grant in fee simple from the United States.

The article which contains these provisions is not only first in order among the inducements specified as the consideration for making the treaty, but it is the only part of that instrument that seems to bear out the reiterated assurances of the commissioners, that what they wanted was the jurisdiction—not the land; and is, moreover, in strict conformity with the ideas of apportionment and citizenship, expressed in the 4th and 9th articles of the treaty of 1820, and in the 7th article of the treaty of 1825; which last provides that the Choctaws shall not be brought under the laws of the United States; nor their lands apportioned without their own consent—a consent given in the 14th article of the treaty of 1830 by the Choctaws who intended to remain east.

And further—in strong contradistinction to all the other numerous provisions for reservations in the treaty of 1830 and in the supplement—it is without any restriction as to number. All other reservees, holding under the Indian title, are carefully specified and limited—three chiefs, 90 captains, 79 others designated by name, besides the cultivation claimants, who are not to exceed 1,600. But of those who may remain and secure land in fee-simple as citizens of the States, although their reservations were proportionately much the largest, there is no limitation whatever. No person—no chief—not provided for in the 14th article, could get more than *four* sections. Any common Indian, if he had ten children, might get *five* sections, under the 14th article.

The treaty provides for *all* who may choose to stay in Mississippi. If every Choctaw head of a family in the tribe had thought proper to remain and become a citizen of the States, there was nothing in the treaty to prevent it. It is true, "the Choctaw Nation" had agreed to remove. But, if every Choctaw head of a family had chosen to remain and become a citizen of the States, "the Choctaw Nation" would have ceased to exist. The object the government had in view—the extinguishment of the Indian title east of the Mississippi—would have been accomplished without any cost whatever beyond the survey of the land. The expenditures for removal, subsistence, annuities, &c., would all have been saved, and also the annuities under former treaties, which, by the express terms of the 14th article, would have been forfeited.

Such a course would have given the Indians, from all that can be

learned of their numbers at the time, about 7,250,000 acres. The whole cession embraced 7,796,000 acres. In effect, the treaty, recognizing and adhering to the policy—before referred to, as indicated in the 4th article of the treaty of 1820, and afterwards so restricted at the request of the Choctaws themselves in the treaty of 1825, as to depend upon their own consent—of making them citizens and dividing out the land for the benefit of each, says to the Choctaws what the commissioners had reiterated before the treaty, "Stay, if you want to and keep your lands; but, if you do stay, either in whole or in part, you must expect to become citizens of the States, subject to State laws, and not to be members of an Indian tribe. If you go West, you shall be protected from State laws, and you shall have transportation, subsistence, annuities, arms, ammunition, farming implements, churches, schools, teachers, mechanics, &., &c.; and, besides all this, 1,700 of you can have pay for your improvements. If you stay, you can keep your homes and your improvements, and your full share of the land; but you shall have nothing else; and you must become white men, to pay for the privilege; you must cease to be wards of the government, and give up your claim to protection as Indians."

This in plain terms was the bargain—fully understood on both sides before the treaty—distinctly set forth in the treaty. How was it carried out?

The official records show that 1,585 families, refusing the terms offered to emigrants, remained in the ceded territory.

They also show that of these 1,585 families, 1,293 did all that was necessary to entitle them to the "grant in fee simple" promised by the 14th article of the treaty to those who desired to remain.

These 1,293 families, then, were entitled, by the terms of the treaty, to the undisturbed possession of their homes and their improvements, and, on the 24th February, 1836, to the "grant in fee simple" which was to issue at the end of five years after the ratification of the treaty.

On the 23d August, 1842, no such "grant in fee simple" had been issued in any one of the 1,293 cases.

Up to the present day but 143 out of the 1,293 have succeeded in securing the lands promised them.

The remaining 1,150 families were driven from their homes. Their lands, amounting to 1,400,000 acres, were sold by the government, and the proceeds, exceeding $1,750,000, were paid into the Treasury. For the improvements of which they were thus deprived, they have never received any indemnity whatever.

From time to time between the 1st January, 1845, and the 1st January, 1852, they received from the government certificates authorizing each claimant to locate one-half the quantity of land to which he was entitled in any one of the four States of Alabama, Mississippi, Louisiana, or Arkansas. The emigration of the claimants to the Choctaw country west of Arkansas, where the certificates could not be used, was made by order of the Indian Department a condition precedent to their delivery.

If the Indian desired to sell his certificate in that region, he was in no case able to realize for it the market value, which under the most favorable circumstances was always below par.

But in nine cases out of ten, the certificates were turned over to the attorneys who had prosecuted the claims of the Indians, and who generally paid them a small sum ranging from $50 to $200 per section. In such cases the difference between this sum and the market value of the

certificates must be regarded as the amount paid by the Indians for securing their claims; though more than one-fourth of the whole quantity was paid to the attorneys without any compensation beyond what they had already done.

How it was that the government forced the Indian either to relinquish his rights or employ some one to establish them, will presently appear.

The whole amount of certificates delivered embraced 700,080 acres, equal, at $1.25 per acre, to $875,100, for which the amount realized by the claimants is estimated at $118,400.

These certificates were intended to pay the claimants for *one-half* of their lands. The other half was to have been paid for in the same manner. But Congress, on the 3d March, 1845, directed that the other half of the certificates should not be issued or delivered, but that five per cent. interest should be paid to the claimants upon the amounts which the certificates represented, rating the land at $1.25 per acre.

The amount thus funded was $872,000, upon which interest was paid from time to time up to the 21st July, 1852, when Congress made an appropriation to pay the principal, which was accordingly done. The interest from 3d March, 1845, to 21st July, 1852, is $319,733.33, of which $168,743.63 was paid. The remaining sum of $150,989.70 was withheld under a decision of the Indian Department, based upon a construction of the funding act, which the claimants have always contended was erroneous, and which will be explained hereafter.

The case, then, so far as the 1,150 families are concerned, stands thus:

The record shows that they became entitled on the 24th February, 1836, to grants in fee simple for reservations, amounting, in the aggregate, to 1,400,160 acres of land.

That each reservation included the improvement of the head of the family.

That the lands, with the improvements, were sold, and the proceeds paid into the Treasury, amounting, at the minimum price, to $1,750,200.

That nine years elapsed after their claims under the treaty had matured before the claimants received anything at all.

That from time to time, between the 1st January, '45, and the 1st January, '52, the claimants received, in compensation for one-half of their claims, certificates for which they realized $118,400 00

That between the years 1852 and 1856, they received in money for the other half of their claims 872,000 00

On which other half they received at irregular intervals interest amounting to 168,743 63

Whole amount received by claimants $1,159,143 63

Proceeds of their lands paid into Treasury 1,750,200 00

Leaves a balance of $591,056 37

Being the difference between what the claimants have actually received and what the government has actually received for lands belonging to the claimants. In other words, the whole amount received by the claimants up to this day for their own lands, is not as much by $591,056.37 as the amount paid into the Treasury for those lands.

This statement however is calculated to mislead; for it includes what was paid to the claimants as interest, which, of course, was intended to be paid by Congress for the use of the principal.

The proper exhibit is this:

Amount paid claimants in money	$872,000 00
Amount realized by them for scrip	118,400 00
Aggregate realized by claimants	$990,400 00
For lands which yielded the government *at least*	1,750,200 00
Being an excess over receipts by the Choctaws of	$759,800 00

It will be observed that this balance does not include—

1st. The deficit before referred to of $150,989.70 in the payment of interest on $872,000 between the 4th March, 1845, and 21st July, 1852;

2d. Any charge for interest on $872,000 *prior* to 3d March, 1845; nor,

3d. Interest on amount paid in certificates.

The deficit of $150,989.70 grew out of a construction placed upon the act making appropriations for the Indian Department, approved March 3d, 1845, which provides: "That of the scrip which has been awarded, or which shall be awarded, to Choctaw Indians under the provisions of the law of 23d August, 1842, that portion thereof not deliverable east by the 3d section of said law, in these words, 'not more than one-half of which shall be delivered to said Indian until his removal to the Choctaw territory west of the Mississippi,' shall not be issued or delivered in the West; but the amounts awarded for land on which they resided, but which it is impossible for the United States now to give them, shall carry an interest of five per cent., which the United States will pay "annually to the reservees, under the treaty of 1830, respectively, or to their heirs and legal representatives forever, estimating the land to which they may be entitled at $1.25 per acre: *Provided further*, That so much of the law of 23d August, 1842, as is inconsistent herewith is hereby repealed." (Statutes at Large, vol. 5, p. 777.)

It will be observed that the time when the interest thus provided shall commence running is not specified.

The Indian Department, influenced by the fact that the principal represented that portion of the certificates or scrip which, under the act of 23d August, 1842 (the act that created the scrip), was not to "be delivered to said Indian until his removal to the Choctaw territory West," decided that the interest did not begin to accrue until after his arrival West, that being the time when, but for the intervention of the funding act, he would have received his certificate.

This cannot be the true construction of the act of 1845, for that act repeals everything in the act of 1842 that required the Indian to go West, by enacting that the half which was to have been delivered West *shall not* be so delivered. Moreover, it says nothing about the payment of interest West. It directs interest to be paid annually forever, but does not say where. At the time the act was passed, nine-tenths of the claimants were in Mississippi, and had over and over again refused to emigrate. Suppose they had persisted in so refusing? It will not be contended that the bare fact of their remaining where they were at the time the act was passed would have been of itself sufficient to repeal or nullify a plain provision of law directing interest to be paid them *annually forever*.

At what time, then, should the interest provided by the act of 1845 begin to run?

Certainly not *subsequent* to the 3d March, 1845, for on that day Congress says the United States will pay the reservees interest "*forever*." And the law is *perfectly* well settled, that if a note promises to pay a

certain sum by a particular day, "with interest," without saying from when, interest runs from *date*.

If interest is computed *from* that day, then the claimants are entitled to the deficit of $150,989.70 withheld under the decision of the Indian Department.

Why it should begin to run on that day is not clearly seen.

There is nothing in the history of these claims to indicate the 3d March, 1845, as an initial point, except the accidental circumstance of the approval on that day of the act in question.

The day on which the interest ought, as a matter of right, to commence running, and to which the act of 3d March, 1845, should relate, is the day when the rights of the claimants to their grants in fee simple were perfected under the treaty, the 24th February, 1836.

And this, whether the interest be regarded as the measure of damages actually sustained, and resulting from the non-performance of the agreement to make the claimants a title to their homes on the 24th February, 1836, and their consequent eviction, or as the proper return for the proceeds of a fund held by the United States *in trust* for the benefit of the claimants.

Mr. Secretary Spencer, in a report to the Senate Committee on Indian Affairs on this subject, says: "As the 14th art. guarantied a reservation of so much from the quantity ceded as should be necessary to satisfy the claims arising under it, and stipulated that the land thus reserved should be applied accordingly, the government became a trustee of the land for that purpose. The sale of the land by the U. S. cannot vary the nature of the trust; on the contrary, it attaches to the proceeds of such sale, which in truth belong to the Choctaws, who were or might become entitled to the land which has been thus converted into money. It is submitted, therefore, that the government has rightfully no other power or control over those proceeds than over other trust funds, and that they ought not to be applied to any other purpose than the use and benefit of those to whom they belong." (Senate Doc. 188, 27th Cong., 2d sess., p. 3.)

The claimants then are justly entitled to interest on the *whole amount* of the proceeds of their lands from the time their rights became perfected.

This would give them not only interest on $872,000, the funded half of their scrip, but also on the other half which was paid to them in certificates.

If these views are correct, the true way to state the amount in this case would be to charge interest upon $1,750,200, the amount paid into the Treasury for 14th article reservations, from the 24th February, 1836, to the 3d March, 1845, when part of the interest afterwards paid under the funding act began to accrue—

Say in round numbers, nine years, is		$787,590 00
To which add deficit before explained in payment of interest under the funding act		150,989 70
Interest on certificates for $875,100, being for intervals elapsing between 3d March, 1845, and payment		149,815 00
Aggregate claimed for interest		$1,088,394 70
To which add for difference between par value of scrip	$875,100	
And amount realized by claimants	118,400 is	756,700 00
		$1,845,094 70

This amount, it will be remembered, includes no charge for improvements nor for damages sustained in consequence of dispossession. It is based exclusively upon the official records of facts established by the agents of the government after the most rigid scrutiny. Of course it includes only the claims of the 1,150 families who succeeded in establishing their rights.

Two hundred and ninety-two other families remained in the ceded country, claiming the benefits of the 14th article of the treaty, who were in like manner deprived of their homes, but who have as yet failed to obtain any compensation for their improvements or for the lands to which they were entitled, amounting in the aggregate to 324,320 acres.

In order to comprehend exactly the precise nature and the present position of these claims, it is necessary to examine somewhat in detail the manner in which the government has hitherto attempted to carry into effect the stipulations of the 14th article of the treaty.

Messrs. Murray and Vroom, who were appointed commissioners to investigate claims under this article, say in their report, dated July 31, 1838, that, "By the treaty of 1830, it became the duty of the government to appoint an agent immediately after its ratification to receive the proof of intention to remain in the country and take the benefit of the treaty stipulations.

"It appears, from documents furnished the board, that the treaty was made on the 27th September, 1830, and ratified 24th February, 1831. Col. Wm. Ward, the United States agent, was instructed by the Department of War, on the 21st day of May, to receive the applications of the Indians to take the benefit of the 14th article of the treaty. This letter was probably a fortnight or three weeks on its way to the agency. From the proofs offered to the board, it appears that the office was opened for business in the latter part of June. Thus the time allowed the Indian to signify his intention to remain in the country and take the benefit of the treaty stipulations, instead of six months as allowed by the treaty, was reduced to about two months.

"From the great mass of proof offered to the board there can be no doubt of the entire unfitness of the agent for the station. His conduct, on many occasions, was marked by a degree of hostility to the claims, calculated to deter the claimants from making application to him. His manner to the Indians coming before him for registration was often arbitrary, tyrannical, and insulting, and evidently intended to drive them west of the Mississippi against their will, and in violation of the letter and spirit of the treaty. * * * * It is in proof, also, that the agency-house was very remote from the great body of the Nation, and that it was inconvenient to the Indians, on that account, to make personal application to him at that place."

The Committee of Indian Affairs of the House of Representatives, in their very elaborate report upon these claims, presented to the House of Representatives by the Hon. John Bell, in May, 1836, say that "all the embarrassments which have arisen in the execution of this article of the treaty of Dancing Rabbit Creek, and the only question of any difficulty now presented for the decision of Congress, will appear, upon a full consideration of the subject, to have originated in the neglect of the agent, whose duty it was to receive and register all applications for reservations under that article, and in the policy pursued by the government of bringing the lands in the Choctaw district into market before the number and location of the claims under this article of the treaty were ascertained and adjusted." (Rep. No. 663, H. R., 24th Cong., 1st sess'n, page 1.)

After giving various instances of the omission of the agent to perform his duty in receiving applications, the committee add that "there are many circumstances which show that all the agents in the employment of the government, in carrying this treaty with the Choctaws into execution, discouraged all applications for reservations under the 14th article; and Col. Ward is stated to have advised the removing agents to threaten them with punishment if they did not emigrate." (Ib. p. 7.) The committee also give an extract from an official letter of the agent (Col. Ward) himself to the War Department, in which he speaks of refusing to receive, *in one instance*, the application of over 200 persons, *in one section* of the country, who wished to secure reservations. Other facts of the same kind are mentioned by the committee. But the most striking indication of the course of the agent is found in the fact that out of more than 1,585 families who, it has since been officially ascertained, not only desired to remain, but did actually remain, in the ceded country, only *sixty-nine* appeared on his official register.

On the 26th June, 1833, George W. Martin was appointed agent to locate the reservations under the different articles of the treaty and the supplement. This gentleman proceeded to locate all the claims registered by the agent, when the fact before stated was disclosed that but 69 families had been registered as entitled under the 14th article.

On the 27th May, 1834, he was informed, by the War Department, that none could be recognised as reservees under the 14th article who had not been so registered by the agent.

In consequence of the numerous complaints and petitions for relief to which this order gave rise, he was instructed, on the 13th October, 1834, to notify those who claimed land under the 14th article to exhibit the evidence of their claims, and was authorized to make locations for all who might satisfy him that they were enlitled; and, in case their land had been sold, to select other land for them of equal value, with the express understanding that all the locations so made for claimants not on Ward's register were contingent, only to become absolute when confirmed by Congress.

Under these and other subsequent instructions of the same tenor, Col. Martin proceeded to make locations for 520 families over and above those embraced in Ward's register.

Nothing more seems to have been done until the 3d March, 1837, when an act was passed directing the appointment of commissioners "to ascertain the name of every Choctaw Indian who was the head of an Indian family," who can show that he or she complied, or offered to comply, with all the requisites of the 14th article, &c., to entitle him to a reservation, &c.; the names to be laid before Congress, with the proof applicable to each case.

The act proceeded to declare that the contingent locations before referred to were made "without any legal authority; and also to reserve to Congress the power of doing that which may appear just," &c., &c., &c. (Stat. at Large, vol. 5, pp. 180, 181.)

On the 22d February, 1838, another act was passed, amending the first in various matters of detail, and declaring that the claim of no Indian should be embraced "who has removed west of the Mississippi." (Ib., p. 211.)

On the 31st July, 1838, Messrs. Murray & Vroom, the commissioners appointed under this act, reported that 1,349 claims had been filed with them, and that it was understood there were other claims yet to be filed. The termination of their commission prevented them from reporting any opinion upon more than 261 cases.

On the 22d June, 1838, Congress directed that enough land to satisfy the reservation claims of any Choctaws whose lands may have been sold by the United States, through the neglect or default of any government officer, should be withheld from sale or entry within the territory ceded by the Dancing Rabbit Creek treaty, until the claim to reservations under said treaty shall be investigated. (Ib., p. 252.)

But on the 1st June, 1840, pre-emption claims were excepted from this enactment (Ib., p. 382); and,

On the 4th September, 1841, it was repealed altogether. (Ib., p. 456.)

The report of Messrs. Murray and Vroom brought the claims back to Congress for consideration.

No further step was taken, however, until 23d August, 1842, when an act was passed providing for the satisfaction of 14th article claims; which, after reviving the authority previously given to appoint commissioners, makes it their duty to ascertain if any Choctaw had complied or offered to comply with the requisites of the 14th article of the treaty, which requisites are declared to be:

1. That the Indian signified to the agent, within the six months, his intention to remain and become a citizen.

2. That at the date of the treaty he "had and owned" an improvement, upon which he resided five years after the ratification of the treaty, unless it be shown that the land was sold during the five years by the United States and claimant dispossessed by means of such sale.

3. That he had received no land under any other article.

4. That he had not emigrated but continued to live in the ceded country.

Where all these conditions exist, the Indian is to have his land if it has not been sold by the United States.

If it has "so that it is now impossible to give said Indian the quantity to which he was entitled, including his improvement," he is to have an equal quantity elsewhere, in Mississippi, Alabama, Louisiana, or Arkansas, and is to receive certificates to that effect; not more than half of which are to be delivered "until after his removal to the Choctaw territory west of the Mississippi."

It is further provided that the certificates are to be in full satisfaction of the claim; that no claims of white men having Indian wives shall be adjudicated; and that no claim shall be allowed which had been assigned, in whole or in part, within five years after the treaty. (Stat. at Large, vol. 5, p. 513.)

Under the provisions of this act, and of the two preceding acts referred to, of March 1837, and of June, 1838, and also of a joint resolution approved August 3, 1846, giving special authority to the Secretary of War to adjudicate certain claims left undetermined for the want of township plats, the claims of 1,585 families were examined, of which 143 were awarded their lands, which included their improvements; 1,150 were ascertained to be entitled to land which had been sold, and were therefore awarded certificates; and 292 were rejected.

The successive steps in relation to the delivery of the certificates, better known as scrip, have no direct bearing upon the rejected claims; but a complete view of the whole subject cannot well be given without some account of them.

The awards of scrip were made in all but a very few instances in 1844; but owing to the policy indicated in the 3d section of the act of 1842 of making emigration a condition precedent to its delivery, none of it was delivered to the Indians entitled until after the commencement of the emigration in 1845.

On the 3d March, 1845, Congress, as already stated, directed that that part of the scrip not deliverable until after the arrival of the Indian West should not be issued at all, but should carry an interest of 5 per cent. for his benefit.

In the fall of 1845 the Secretary of War directed the agent charged with the payment of scrip not to deliver *any part of it* until he was satisfied the Indian entitled had actually started or was about to start on his journey West.

In the spring of 1846 before one-fifth of the scrip had been paid out, the order was changed, and the agent was directed not to pay any part of the scrip until the arrival of the Indain in the Choctaw country West.

In the fall of 1851 there still remained on hand about one-fourth of the certificates awarded, belonging to claimants who could not be induced on any consideration to emigrate.

This scrip was delivered east of the Mississippi by order of the Secretary of the Interior.

In July, 1852, Congress directed that the payment of interest, as directed by the act of 3d March, 1845, before referred to, should cease; and that, in place thereof, the principal should be paid over to the Indian claimants. At the same time a full discharge was required from the Choctaw council for all demands of the claimants in question under the 14th article of the treaty of 1830. This discharge was executed by the council, although it was not authorized by the claimants, who were private individuals, to compromise their rights in any manner, nor was there any consideration of any sort, expressed or implied, either for requiring or executing the discharge.

The amount thus appropriated in satisfaction of the funded certificates was $872,000, the greater part of which was paid over in the winter of 1852–'3. A portion of it being in the hands of the Choctaw agent, in the spring of 1855, belonging to Indians who refused to emigrate, the Secretary of the Interior directed it it to be paid over to the true owners east of the Mississippi, which was accordingly done in the spring of 1856.

In the meanwhile repeated applications were made to Congress in behalf of the 292 families whose claims had not been allowed. Authority was given in the Indian appropriation bill passed August 30, 1852, to the Secretary of the Interior to examine those cases in which *scrip awarded* by the commissioners had not been issued; and when he found them clearly entitled to land under the 14th article, "and the various acts heretofore passed," to extend to them the provisions of the acts of 1837 and 1842. (Stat. at Large, vol. 10, p. 42.)

Again, in the Indian appropriation bill passed March 3d, 1853, the authority thus previously given was extended to all cases *recommended* by the different boards of commissioners. (Ib., p. 227.)

No claims were allowed under either of these two last enactments, and the claimants still ask to be indemnified for the improvements they have lost and for the lands to which they were entitled.

In examining this subject, the first question that naturally presents itself is this: How has it happened that claims of such magnitude have been suffered to remain unsatisfied so long? If 1,585 families were really entitled to 3,000 square miles of land, under a separate special provision of a treaty made in 1830, why was it that none of them secured *any land at all* until 1844—more than thirteen years after this promise was made by the government? And if 292 out of the 1,585 have a just right to 500 sections of land, worth at the government price $400,000,

why have their claims remained unsettled so long, especially after three successive boards of commissioners have investigated this subject, and after repeated subsequent examinations of successive heads of the Indian Department?

As to the first question—why such a mass of claims remained so long unsettled—many of them so long unknown—the answer is still in part in the language of Mr. Bell in 1836. The difficulties originated in the neglect of the agent whose duty it was to receive the applications for reservations, and in the policy of the government in bringing the Choctaw cession into market before the reservations were ascertained and located. How the conduct of the agent affected the claims has been seen.

The sale of the lands ceded by the Choctaws, before their reservations were located, led to the sale of a great many improvements of Indians, who were subsequently ascertained to be claimants under the 14th article. The purchaser at the land sales was, of course, hostile to any class of claims likely to interfere with his purchase, and was quite ready to unite with pre-emption claimants, who were everywhere on the lookout for the best Indian locations and improvements, in denouncing the whole affair as fraudulent. The fact that the government agent, out of 1,585 claims subsequently presented, had recognised and reported only *sixty-nine*, was well calculated to support, if not confirm, the charge. "The great number of them," says Mr. Bell, "has caused general surprise, and created a strong suspicion in the public mind that they cannot be well founded. But a deeper feeling has been aroused in the State of Mississippi by the interferences with the rights and expectations of the settlers which a confirmation of these locations would produce."

Another circumstance that gave additional weight to this charge of fraud was the fact that the real number of the Choctaws who remained in Mississippi five years after the ratification of the treaty was not known and was generally underrated. Several estimates appear in the various reports submitted to Congress; the highest, Mr. Bell's, rates them at 4,554; the lowest is 3,323. The estimate of Col. Martin, the locating agent, is 3,500.

On the other hand, the investigating commissioners, Messrs. Murray and Vroom, in their report dated 31st July, 1838, say that "not less than 5,000 have remained, notwithstanding the efforts of the removing agent, who has been constantly with them," &c. And in the fall of 1844 the agent employed by the government to deliver scrip, J. J. McRae, esq., the present governor of Mississippi, reported officially that there were 7,000 Choctaws at that time remaining east.

The number of persons proved before the commissioners to have remained east, in 1836, was 5,287, being the aggregate of 1,585 families. To this number, 1,100, perhaps about 1,100, should be added for those "heads of families" who had wives, which would make a total of 6,487, 513 short of the number reported by Colonel McRae. The Commissioner of Indian Affairs reports 6,007 as having emigrated since the 1st December, 1844, and the census lately made by the Choctaw agent shows that over 2,000 still remain in Mississippi. Allowing the births and deaths to have kept pace with each other, this would show the whole number remaining in Mississippi to have been 8,000. But it is well known that this is not the case—that the deaths greatly exceed the births—that the Mississippi Choctaws have not proved an exception to the general rule—the rapid and almost universal decrease of Indian population.

One of the charges against the 14th article claims was that large num-

bers of the Indian claimants had emigrated to the west, and then returned for the express purpose of fraudulently claiming land.

Speaking of this charge Mr. Bell says: "The committee cannot find from any evidence that any such cases exist, except in the general assertion of the fact in some of the memorials and remonstrances of the citizens of the State of Mississippi which have been referred to them."

It is rather remarkable that not a single case has been rejected on that ground. Nor does there appear to have been proof at any time to sustain the allegation. On the contrary, all the correspondence on file connected with this subject shows that the Indians of this class scattered in every direction to keep out of the way of emigrating agents; that they were all obstinately bent on remaining east, regardless of pecuniary interest. Large numbers of them refused to go west to receive either scrip or money that awaited them, payable on their arrival.

But the most serious obstacle these claims had to contend with was the general impression that the Indians had promised one-half of whatever might be recovered to the attorneys who prosecuted their claims.

There is no doubt that this impression was well founded. There is plenty of evidence to that effect on the files of the Indian Office. The claims presented amounted in the aggregate to 1,910,400 acres; of which the half to attorneys, according to the original agreement, would have been worth considerably over a million of dollars.

On this subject Mr. Bell's report says: "The objection to these claims, which has grown out of the fact that white men, and principally known speculators in the public lands, have been the agents of the Indians in arranging and bringing forward the proofs of their title to reservations, and that they are understood to have stipulated for the enormous compensation of one-half the lands which may be secured by their exertions, while it increases the probability that frauds have been practised in the case of numerous individuals, where the temptation was so great and the cupidity of the agents so absorbing, yet it affords no decisive presumption that a large proportion of these claims are not well founded. Most of the Indians are grossly ignorant; and having once despaired of their claims, it is very probable that but few of them possessed the intelligence and energy to have asserted them if they had not been prompted and assisted by the interested activity of white men. Nor ought the interference of those white men, or their lucrative expectations, to prejudice any claim which is otherwise well supported," &c.

It is quite evident that if the government had discharged its duty in the first instance—if the applications had been properly received and registered—no attorneys would have been necessary. It is also equally evident that without the aid of attorneys the Indians would never have got anything. The government, after driving the Indian into a position in which he was forced either to abandon his claims or employ attorneys to prosecute them, could not in common honesty evade their payment by taking shelter behind an evil of its own creation. It could not, with any show of justice, take advantage of its own wrongful act.

This objection, however, which weighed so heavily on the claimants for so many years has ceased to exist. The "attorneys" are nearly all dead. Their connection with the Indians has terminated. The controlling influence which for so many years they exerted over the Mississippi Choctaws has long since passed away, and the only bearing their former relations can have upon the subject at present is as a link in the chain of its past history.

These different causes have all operated against the 14th article claims as a class, and have induced Congress to regard them with suspicion.

Their evil influence has been more or less manifest in every enactment on this subject, and especially in the act of 1842. The whole tendency of that act was to increase the obstacles in the way of the Indian claimant. And the difficulty with most of the rejected cases is not that the claimants are not entitled to land under the treaty, but that they cannot meet the requirements of the act of 1842.

Of the 292 belonging to this class, 210, who were heads of families at the date of the treaty, and had improvements upon which they were then living—who signified at the right time their intention to remain, and actually did remain at least fifteen years after the date of the treaty—have yet failed to secure any allowance, because they did not prove a compliance with this requisite of the act of 1842; "and secondly, that said Indian did at the date of making said treaty, to wit, on the 27th September, 1830, have and own an improvement in the then Choctaw country; and that having and owning an improvement at the place and time aforesaid, did reside upon that identical improvement or a part of it for the term of five years continuously next after the ratification of said treaty, to wit, from the 24th February, 1831, to the 24th February, 1836, unless it shall be made to appear that such improvement was before the 24th February, 1836, disposed of by the United States, and that the reservee was dispossessed by means of such disposition."

The whole of this clause is new matter, engrafted upon the treaty in violation of its true meaning.

In the first place, the treaty does not require the Indian to "have and own an improvement."

In the language of Attorney-General Grundy, the only requisites to a 14th article reservation are, "that the person applying be a Choctaw head of a family, and shall signify his intention of remaining and becoming a citizen of the States within six months from the ratification of the treaty. To superadd that they (the Choctaw heads of families) shall have made improvements, would be making a very important change in the treaty, not warranted, it seems to me, either by its letter or spirit. The latter part of the same article (14th) makes a special provision in reference to those who may reside on their lands, but contains nothing which restricts the right to claim reservations to that class of individuals." (Opinions of Attorneys-General, p. 1238.)

So, too, in regard to the five years' residence. It was undoubtedly an indispensable prerequisite to the grant in fee-simple, but was not essential to the reservation which was to be held under the simple Indian title by those who might not choose to perfect their claims, and for whose ultimate emigration the door was intentionally left open in the subsequent clause, securing them the privileges of Choctaw citizens, "if they ever remove."

In these 210 cases the heads of families all had improvements. The ground of rejection is that they did not reside upon them five years continuously, and that the failure to do so was not caused by the sale of the land by the United States, which, under the act of 1842, was conclusive against them.

How far the failure to reside on the improvement "five years continuously" was a violation of the treaty on the part of the claimant—how far it ought to defeat his claim to a grant in fee-simple—with what justice it can be resigned, by the government, as a reason for refusing indemnity in these 210 cases—will be seen by the evidence on file.

One of the witnesses examined by the locating agent, in 1835, in answer to the question, "Were the agent and his deputy opposed to the Indians taking the five years' stay to become citizens?" says, "Most ecr-

tainly they were; and Col. Ward was so much so, that he seriously advised the emigrating agents to whip such as did not wish to go, and force them off." (Rep. 663, p. 43.)

Another witness, examined at the same time, says: "The last time the emigrating agent was collecting a company to go, one of the sub-agents went among the Indians to get them to go. Finding that persuasion would not do, he used all kinds of threats, and told them if they did not go the soldiers would soon come with their muskets and drive them off. About that time I passed through one of their little settlements, and found, in some places, the women and children had left their houses, and fled to the woods and swamps, to keep out of the way of the soldiers. They were told that the soldiers were coming with guns and bayonets to drive them off." (Ib., p. 44.)

To what extent this testimony is corroborated by the official reports of the emigrating agents, will be seen by the following extracts from their letters:

The late Captain William Armstrong, at that time superintendent of Choctaw removal, writes to the head of the department, on the 11th October, 1833: "In Nittuckachis district we held a council, with 200 warriors, representing 2,000 souls, and to avoid having anything more to do with us they actually have left their homes, and some of them have gone to Mobile, and others through the State of Mississippi, picking cotton," &c. (Doc. 512, vol. 1, p. 415.)

Lieut. Lane, on the 24th September, 1833, writes that, "on the 18th inst, the Choctaws of the southern district announced their unalterable determination to remain. All means have been tried, save force. They have violated the treaty with a full knowledge of all the possible consequences. *They have fled to the swamps and the settlements.*" (Doc. 512, vol. 1, p. 745.)

A witness, examined by Commissioners Gaines and Rush, 13th September, 1844, states, "that claimant and each of those herein referred to in this case had a house, field, and family; and that about two years after the treaty, by reason of the entrance among them of government emigrating agents, who threatened to take their women and children to the west by force, they were so alarmed as to induce them to escape with their families to the white settlements in Hancock County for protection, hoping to be restored to their homes when government learned of the conduct of its agents."

This claim was rejected, on the ground that the claimant had voluntarily abandoned his improvement; 94 others, who proved substantially the same facts, were rejected for the same cause. The 95 cases constitute the claims of the band known as the Biloxi Bay Indians, for whose relief a resolution was passed by the Senate in 1852.

The causes which led another large class of claimants to abandon their improvements, are stated in the following extracts from the report of Messrs. Murray and Vroom:

"The Choctaws are shy and reserved in their intercourse with the whites, and do not readily mix with them. It is proved, in a great number of cases, that they have been most wantonly abused and ill-treated by them, and that they could not live in peace in the same neighborhood. The large stocks of cattle and hogs introduced by the white settlers destroyed their crops, and their houses and cabins were torn down, burned, or taken possession of by them when they left home on their necessary hunting expeditions or to seek employment in picking cotton, &c. Under these circumstances, they were compelled in a great number of cases to remove. It is in proof, also, that many re-

moved in consequence of reports circulated among them that the lands occupied by them had been sold by the government, and when it was impossible for them to ascertain the truth or falsehood of such reports; they well knew, however, from bitter experience, that whether true or false, they were at the mercy of their white neighbors. The instances are not rare, as the evidence abundantly shows, in which families have been wantonly driven from their homes, and have for several years been wanderers, living about in all seasons in open camps, and seeking a precarious subsistence, which is scarcely sufficient to keep them alive."

Some of the claimants among the 210 rejected cases are thus described by James Oxbury, in his deposition, taken 25th February, 1836:

"There are a number of my immediate acquaintances, relations, and friends who had their names registered under the five years' citizen clause of the treaty, and who are now somewhere not a great way off, in a strolling condition the most of them, their lands which they lived on and expected to own having been sold by the Government of the United States, leaving them no spot which they could call their own. * * * * It is my belief that there cannot be less than forty to fifty heads of families of my friends and acquaintances now in this condition who were my former neighbors, and not one of the individuals herein named, and who were registered by Ward in the aforesaid book, have ever received the benefits of the 14th article of the treaty, nor were their names on the book which I saw in the hands of the locating agent, and which he said he had procured from Col. Ward as the five years' register." (Rep. 663, p. 51.)

The forty to fifty heads of families referred to were what were known as the Yallobusha Indians, a small band who had taken particular pains to furnish the agent with a list of their names, which it seems he did not register.

The proof in the case of their leader Moontubbee is, that "he had a house and field where he resided till two and a half years after the treaty. He then moved across the Yallobusha, and has been camping about ever since without any settled home. He moved out because the whites were settling so thick about him, and were drinking and frolicking and took some of his stock, so that they could not live in peace."

Another rejected claimant in the same band described by Oxbury "had a house and field at date of treaty, which he occupied till the Chocchuma land sale, and that a short time after affiant saw a white man (Pittman) in possession of it. The next time he saw claimant he was camping out with his family."

A witness whose testimony was laid before Congress in February, 1835, says: "In various instances white settlers have come in, driven them out of their houses and off their lands, and taken possession of both. In some cases, when these Indians have spoken up for their rights, these intruders have beaten and abused them very much. I have seen Indians with the marks of violence on their persons a good while after they were inflicted. In some cases the best lands of these people have been taken from them and covered with pre-emption claims." (23d Congress, 2d sess., H. Doc. 138, p. 15.)

Another witness examined at the same time says "that he knows from his own observation, and from general information, that these Indians have been very much intruded upon and ill treated by certain white men who want their lands. Some of these Indians have been forced off their lands and cruelly treated by these intruders. He says as he was on his way to Columbus a few weeks ago, an old Indian woman came to him crying, and complaining that a man by the name

of Yancy had driven her out of her house, and would not even let her dig her potatoes, besides much other ill usage." (Ib., p. 15.)

There does not appear to be any allegation of actual violence among the two hundred and ninety-two rejected cases, but the following is a specimen of what is proved in a great many of them. The claimant "was, at the treaty, the head of a family, and owned a house and field, where she remained about two years, when she went to Madison County to pick cotton, intending to return, and while there she was informed that a white man (John Basin) had taken possession of the place. This man is stated to have killed Oka-ne-ubbee, whom he also dispossessed, for resistance, which so alarmed claimant and others affected that they dared not return. She then settled on Pearl River, twenty-six miles from the old one, and after about three years longer was again dispossessed by a white man (Chambler)."

Some of the rejected claimants have encountered another obstacle not known to the treaty, but created by the acts of '38 and '42, by emigrating to the Choctaw territory west. In one case it was shown that the claimant was head of a family at the date of the treaty, and had an improvement which she continued to occupy until "a little while after the first land sale at Chocchuma"; that she applied in due time to be registered, and subsequently applied to the locating agent to have her land set apart, when "Colonel Martin informed her that she could not have land reserved from sale at the Chocchuma sale, her name not being found on the return; when she thought it not worth while to stay, and went west." It is also shown that her land *was* sold at the Chocchuma sale.

It would be difficult to explain how the fact of her going west, or anywhere else, after her home had been sold by the government, could affect her absolute right to be indemnified for the loss of her property.

Her land was secured to her by treaty stipulation in 1831; in 1833 the government took it away from her. She then went west. In 1838 and 1842 acts are passed for the relief of just such cases, which declare that *she shall not* be relieved, because she did not remain after her home was sold! One of the same acts provides that if she is relieved at all, one-half of her indemnity shall be withheld *until she does go west!*

Another class of claimants are rejected for want of sufficient evidence of an attempt to signify to the proper agent the intention to remain in the ceded territory.

This objection is urged against claimants who are known to have actually remained more than fifteen years after the treaty, some of whom have never to this day signified any intention to leave. In such cases it seems at best a purely technica lobjection. The object of the treaty in requiring those who remained to "signify their intention," could only have been to enable the government to ascertain who did intend to stay. When the government virtually annulled this provision by cutting it down to two months, and requiring in that brief period applicants to travel hundreds of miles to visit, in a remote corner of their country, an agent who systematically and rudely repulsed their applications, it certainly estopped itself from assigning any such reason for refusing reservations to Indians who gave ample proof in other respects of an "intention to remain"—an intention which was fully carried out.

There is a much better show of reason for rejecting another class, in which it is alleged that the claimants were not "heads of families."

But, on examination, it is found that more than half the persons in that class were old women who had outlived their husbands, and whose children, marrying and leaving one by one, had at last left them alone in their habitations.

The question may well be asked, whether such householders are not "heads of families," in the ordinary sense of the term.

The treaty seems to have had such a class in view when it excluded from a share in the reservation children over ten years of age, not living with the parent. But, while having them in view, it does not say that if the children have all left the parent, the parent shall have no land; and there is, to say the least, a "well-founded doubt" whether it meant so.

None of the Choctaws who remained east under the guarantee of the treaty, have been made to feel the severity and injustice of its wholesale violation in such full force as the claimants of this class, composed as it is of aged, infirm, helpless, unprotected widows.

But there is one broad platform upon which all the rejected claimants stand, and that is—to go back to the starting-point of these remarks—that the treaty was made with and for two classes of Choctaws—those who would and those who would not emigrate. Each family that remained in the East, was promised its fair proportion of the common territory. The 292 families were Choctaws—were entitled, as matter of abstract right, to a share in the common property of the tribe. The treaty recognized the right, proceeded to carve out the share, and promised it to them if they chose to remain East. They did remain, but have never received anything. To this day, they are cut off from all benefits of the treaty.

These 292 families represent in all 860 claimants, that is to say, 292 heads of families, 291 children over, and 277 children under, ten years of age. The quantity of land to which they are entitled under the 14th article is 324,320 acres, equal, at $1.25 per acre, to $405,400. In addition to which they ought, upon every consideration of justice, to be allowed interest from the 24th February, 1836. The time for which it has been computed in the Choctaw statement annexed is twenty years, which, at 5 per cent, would be $405,400.

In considering these and all other Choctaw claims, it must not be forgotten that the United States, by the treaty of 1855, has thrown the whole burden of those it may reject upon the Choctaw Nation. The claims under the 14th article of the treaty, it has been seen, are represented by over 6,000 persons. The tribe has a large fund, but not large enough to meet their just demands. Will the government close this chapter in its Indian history by imposing these claimants and their grievances upon the Choctaw people west?

There are certain propositions that are undeniable, and which justice to the Choctaws requires should be placed in bold relief before the eyes of every member of the American Congress; and we proceed here to group them together.

1st. By the two treates of 1820 and 1825, the Choctaws were owners in perpetuity of their lands east of the Mississippi. Every one of them had a perfect right to remain there, and become a citizen of the United States if he chose; and when, and not until *they* chose, their lands were to be *apportioned* among them, and each was then to hold his share of

them in fee-simple. These were their rights, secured by solemn *treaty*, the supreme law of the land.

2d. By the 14th article of the treaty of 1830, *every* Choctaw head of a family in the Nation had a full and perfect right to remain and become a citizen of the United States. To exercise this right, he or she had but "to signify their intention" to do so to the agent, within six months. The mode of such signification was not prescribed. By giving it, he or she became entitled, as from the date of the treaty, to a reservation of 640 acres of land for himself or herself, 320 for each unmarried child *over* ten years of age, and 160 for each under ten, living with him or her.

3d. Every one that so remained, though a joint owner of *all* the lands both east and west of the Mississippi, lost all interest in the lands west, unless he or she *afterwards* removed west; and received *no part whatever* of the price of all the lands east; and even if he or she afterwards removed, no part of the national annuity. If they got no *reservation*, they got nothing.

4th. Residing on the lands so reserved to them, for five years, with the *intention* of becoming citizens, they were then to receive title in fee-simple, and, it is presumed, would *then* become citizens.

5th. If the party *had* an improvement, his or her reservation was to include it, or part of it. That was a provision *in their favor*, but they were not *confined* to that; nor was it necessary they should have any improvement *at all;* but they could, if they chose, select other land than that on which they were settled.

6th. As *every* head of a family had a right to remain, with all his or her children, and, as in that case, they received *nothing* for their interest in the common lands except their reservations, every obligation of honor and honesty forbade the United States to attempt to drive them away, so that they should forfeit those reservations; to put any difficulties in the way of their notifying their intention to remain; to prescribe any onerous mode of doing so; to require any particular formality unlikely to be easily complied with; or by any law or executive regulation to attempt to add to or alter the provisions of the treaty made for their benefit.

7th. As the United States, having taken the chanes of *all* remaining and receiving reservations, were to *make* precisely the value of every reservation of which they could deprive the Choctaws, it would have been very dishonorable in them, and quite inconsistent with their respectability, to take any unfair means, as by imposing unauthorized conditions, or even by failing to protect them against violence on the part of individuals, and threats on the part of overzealous officers, to compel them to remove and lose their reservations, as it would have been to have invented modes and sought out means by which to avoid securing reservations to those who remained. It is not honest in a nation, any more than in an individual, to make money in that way.

8th. The government *never* protected them at all against private violence, but confiscated *every* reservation from which they were driven or ousted by fraud or force. It did *not* prevent the use of every appliance, or even of threats of violence, of intimidation, and of constant persecution on the part of its own agents, whose acts were its own acts in law and reason, to compel these poor wretches to remove or to flee to the woods and swamps; and it relentlessly confiscated *every* reservation so abandoned or given up in despair.

9th. From 6,000 to 8,000 Choctaws remained east. The official records themselves show 1,585 families. Up to June, 1833, only 69 of these

families have been permitted to appear as having signified their intention to remain. In May, 1834, the War Department refused to recognise any others as entitled to reservations. This was changed in October of that year. By March, 1837, only 520 families more had been registered.

10th. In February, 1838, nearly *eight* years after the treaty, the United States by law undertook to exclude every Indian from the right to a reservation who had *then* removed west of the Mississippi, though every head of a family might have become entitled by remaining five years—*i. e.*, in 1835—to a grant in fee-simple, and then have been perfectly at liberty to remove west if he chose, and though the government, by its agents, have been all the time occupied in *driving them away* from their reservations and *forcing* them to go west.

11th. In 1838 lands were reserved to satisfy all claims for lost reservations, but in 1840 pre-emption rights gained by violating law and the rights of the Indians were saved at their expense; and in 1841 the law was wholly repealed.

12th. In 1842 a law was passed which, if it could under the Constitution have had that effect, as in practice it *has* had, repealed in part and added new provisions to the 14th article of the treaty.

It directly violated that article by requiring that to claim a reservation the head of a family must have "had and owned" an improvement, which the treaty did not *at all* require.

It violated it by providing that he must have resided on *the same* improvement for five years, unless the United States had sold it during that time, and in consequence of such sale he had been dispossessed. The treaty did not *at all* require that he should select for his reservation the same land on which he might then reside, but, on the contrary, only gave him the *privilege* to do so.

It violated the dictates of common justice by not exempting him from the penalty thus unlawfully imposed for having removed, when he had been driven away by private force or run off by the threats and persecutions of government agents.

It violated the treaty by requiring that he should have received no land under any other article.

It violated the treaty by requiring that, after the lapse of *twelve* years, after private violence and public intimidation, public force and persuasion, and continual violation of the national promises, and after all denial of any right of citizenship, still he should not have emigrated, but should still remain oppressed and persecuted, landless and homeless, among strangers, on the eastern side of the Mississippi, in order to have any reservation at all.

It violated the treaty in refusing to give him any *land* at all, if it was impossible, in consequence of these public and private wrongs, to give him a reservation including his improvements; and in agreeing to give him only land *scrip*, half only of which he should receive until he should have removed west of the Mississippi. He could not have the treaty *fully* performed. He could not have land and citizenship both. If he would have even a commutation for *one* right guarantied by the treaty, he should surrender *another*, quite as valuable and quite as solemnly guarantied, and equally a part—indeed, a far greater part, both actually and in their estimation—of the consideration to be paid by the United States for his interest in the common lands.

It violated the treaty again in excluding the claims of white men having Indian wives, because they were "Choctaw heads of families" within the

plain meaning, and on any generous and liberal construction of the treaty; and to exclude them excluded their wives and children.

It violated the treaty in excluding claims assigned in whole or in part during the five years, because an executory contract to sell within that time was not forbidden or invalidated by the treaty, nor made a ground of forfeiture; and each Indian had the right to make such a contract, to consummate it when his reservation had ripened by the lapse of the five years into a fee, and thus realizing *something* as his share of the price of the common lands to go west and join his brethern there, when virtually expelled by the acts of the government.

13th. Two hundred and ninety-two heads of families, *acknowledged* to have remained more than five years, have received *nothing*—not one cent—for their interest in the common lands.

14th. Of 1,585 heads of families acknowledged to have remained, 143 only have succeeded in obtaining their land. The United States confiscated, as they have acknowledged, the lands of 1,150; and for their lands and all their improvements, gave them scrip *nominally* worth $1.25 an acre, and really worth, and which *never* sold for more than 90 cents, half of which they had to give to attorneys whom the indefensible conduct of the government forced them to employ to obtain their just, plain, unmistakable rights.

15th. To prevent them, as by an absolute prohibition, from remaining east of the Mississippi and getting homes *there*—to compel them to *sell* their scrip instead of locating it themselves, and thus to make it worth as little as possible to them—the government refused to deliver more than half of it until they should have removed west of the Mississippi; a condition which it was a bitter wrong and grievous violation of the treaty, of right, and of justice, to impose.

16th. To carry out this unjust purpose, *none* of the scrip was delivered until after the commencement of the emigration in 1845. In March of that year Congress directed that the half whose delivery was postponed to removal should not be issued *at all*. In autumn of that year the *War Department* directed that *none* should be delivered until the Indian *had* actually started, or *was about* to start west. In the spring of 1846 the same authority, still in the absence of any law authorizing it, directed that *none* should be paid until the Indian had *arrived* west. And thus, whenever Congress did not violate the treaty and disregard the rights of the Indians, the War Department *did*.

Such is a brief, plain, TRUE statement of *part* of the wrongs done the Choctaws in regard to their right under the 14th article. It is now for Congress to say whether they shall have any redress for these multiplied and grievous wrongs.

PARTICULAR 3D.

[*Reservation claims under the* 19*th article of the treaty of* 1830.]

The 19th article of the treaty of 1830 is in the following words:

"ART. 19. The following reservations of land are hereby admitted: To Col. David Folsom, four sections, of which two shall include his present improvement, and two may be located elsewhere, on unoccupied, unimproved land.

"To J. Garland, Col. Robert Cole, Tuppanahomer, John Pitchlynn, Charles Juzan, Johoke-tubbee, Eaychahobia, Ofehoma, two sections each, to include their improvements, and to be bounded by sectional lines, and the same may be disposed of and sold, with the consent of the

President. And that others not provided for may be provided for, there shall be reserved as follows:

"First. One section to each head of a family, not exceeding forty in number, who, during the present year, may have had in actual cultivation, with a dwelling-house thereon, fifty acres or more.

"Second. Three quarter-sections, after the manner aforesaid, to each head of a family, not exceeding four hundred and sixty, as shall have cultivated thirty acres and less than fifty, to be bounded by quarter-section lines of survey, and to be contiguous and adjoining.

"Third. One half-section, as aforesaid, to those who shall have cultivated from twenty to thirty acres, the number not to exceed four hundred.

"Fourth. A quarter-section, as aforesaid, to such as shall have cultivated from twelve to twenty acres, the number not to exceed three hundred and fifty; and one-half that quantity to such as shall have cultivated from two to twelve acres, the number, also, not to exceed three hundred and fifty persons. Each of said class of cases shall be subject to the limitations contained in the first class, and shall be so located as to include that part of the improvement which contains the dwelling-house. If a greater number shall be found to be entitled to reservations, under the several classes of this article, than is stipulated for under the limitation prescribed, then, and in that case, the chiefs, separately or together, shall determine the persons who shall be excluded in the respective districts.

"Fifth. Any captain, the number not exceeding ninety persons, who, under the provisions of this article, shall receive less than a section, he shall be entitled to an additional quantity of half a section adjoining to his other reservation. The several reservations secured under this article may be sold, with the consent of the President of the United States; but should any prefer it, or omit to take a reservation for the quantity he may be entitled to, the United States will, on his removing, pay fifty cents an acre, after reaching their new homes, provided, that before the first of January next they shall adduce to the agent, or some other authorized person to be appointed, proof of his claim and the quantity of it.

"Sixth. Likewise, children of the Choctaw Nation residing in the nation, who have neither father nor mother, a list of which, with satisfactory proof of parentage and orphanage, being filed with agent in six months, to be forwarded to the War Department, shall be entitled to a quarter-section of land, to be located under the direction of the President, and, with his consent, the same may be sold, and the proceeds applied to some beneficial purpose for the benefit of said orphans."

It is believed that all the individual claims specified in the first two paragraphs of this article have been satisfied except one—that of Johoketubbee—for two sections of land, which have never been located.

The following table shows, at a glance, precisely what is contemplated in the next four paragraphs:

1st.	40	persons,	1	section each, is	40	sections,	or	25,600	acres.
2d.	460	"	$\frac{3}{4}$	" "	345	"	"	220,800	"
3d.	400	"	$\frac{1}{2}$	" "	200	"	"	128,000	"
4th.	350	"	$\frac{1}{4}$	" "	87.50	"	"	56,000	"
5th.	350	"	$\frac{1}{8}$	" "	43.75	"	"	28,000	"
	1,600	"		"	716.25	"	"	458,400	"
To which add for 90 captains					45	"	"	28,800	"
				Total liability.....	761.25			487,200	"

From the report of Maj. F. W. Armstrong (Doc. 512, 1st sess., 23d Cong., vol. 2, p. 631), it appears that the lands actually allotted to the claimants under this provision of the treaty, fell far short of what was intended by the parties. He assigned—

1.	10, 880	ac. to	17,	instead of	25, 600	to	40,	a deficit of	14, 720 ac.
2.	22, 080	"	46	"	220, 800	"	460	" "	198, 720 "
3.	23, 680	"	74	"	128, 400	"	400	" "	104, 320 "
4.	39, 040	"	244	"	56, 000	"	350	" "	16, 960 "
5.	28, 000	"	350	cosp'g with	28, 000	"	350	in the treaty.	
	123, 680	in all,	731	instead of	458, 800		1,600,	a deficit of	334, 720 ac.

From this abstract, it appears that Maj. Armstrong reported less than half the number of reservees specified in the treaty, and that the quantity of land he assigned to all five classes put together was not quite equal to the amount provided by the treaty for the third class alone, and was but little over *half* what was intended for the second class.

The falling off is mainly in the first three classes, which, the treaty says, are *not to exceed* 900 persons having over 20 acres in cultivation; whereas the government agent reported but 137—less than one-sixth of the number called for in the treaty.

Of the fourth class—those having from 12 to 20 acres in cultivation—the treaty specifies 350, and the surveyors report 244.

On the other hand, in the fifth class—those having from 2 to 12 acres in cultivation—"not to exceed 350 persons," Maj. A. reports 1,763—more than five times the number allowed for that class by the treaty, and 163 more than the aggregate provided for in all five classes.

It is quite evident from this statement, that the 19th art. was framed under a misapprehension of the real character and extent of the improvements of the Choctaws, growing out of their ignorance of the measurement of land and the precise import of the word acre.

The U. S. commissioners, for example, could not have intended, in providing 220,800 acres for a class "not exceeding four hundred and sixty" persons, to give but 22,080 acres to forty-six.

No one for a moment can think that any such result was anticipated by either the commissioners or the Indians.

What the Indians thought about it appears from the letter which accompanied the abstract referred to. Maj. A. says the Indians "proceeded, as they thought, under this provision of the treaty, and actually made their returns complete, under, as they say, the belief that they could not relinquish after the last day of December, 1830. In the returns made and placed with the agent, each individual was the sole judge of his own claim, and the quantity of it; the warriors returned their claims to their captains, and they to their three chiefs, by which it would seem that they actually had in cultivation, in the year 1830, sufficient land to entitle them to all the benefits that would be granted them, provided all the classes were filled, as were provided for in the treaty." (Doc. 512, vol. 2, p. 630.)

This subject is alluded to in a memorial, addressed on the 2d March, 1832, to the Secretary of War, by some of the chiefs, who "frankly acknowledge" that the "misfortune" is owing, in a great measure, to the fact "that but few knew anything about acres." They say the commissioners must have thought the fields of all the classes would overrun the restricted number. "If they could have known the large classes would fall short on our part, the liberality shown was only calculated to deceive us; this we know was not the case, for the commissioners are honorable men."

The whole number of claims thus far admitted by the goverment on the basis of land "in actual cultivation" is 748, of which

460 were entitled to	93,280 acres.
288 "relinquished"	55,680 "
748 in all allowed	148,960 acres.

Of the 460 who were entitled to 93,280, the claims of 98, who were entitled to 15,520 acres, have never been located.

And of the 288 who relinquished 55,680 acres, 45 have never received any compensation for 6,400 acres relinquished.

So that 143 Choctaws who are admitted to be entitled to 21,920 acres of land have never received any part of their land, or any compensation therefor.

The aggregate liability of the government under this provision of the treaty has already been shown to be	487,200
From which deduct am't of admitted claims	148,960
Being short of liability, acres	338,240
To which add for claims admitted but unsatisfied	21,920
Shows the aggregate No. of acres claimed to be	360,160
Equal, at $1.25 per acre, to	$450,200
To this amount add for two sections, before referred to, reserved for Jo-ho-ke-tubbee, in the 2d port'n of the 19th art., but never located—at $1.25, is	1,600
	$451,800

Let us look at this matter of reservations from another point of view.

Those who, remaining, received no reservations under article 14, receive no part of the consideration paid by the United States for the Choctaw lands.

Those who, removing, received no reservation under article 19, received no pay whatever for their improvements and the value their labor had added to the lands.

So much land as was to be covered by reservations was *reserved* from the sale, that is, *was not sold* to the United States, and, of course, *its* value was not included in the price they paid.

They cannot be supposed to have included in the price the value of whatever quantity of land they must, upon a fair estimate, be supposed to have expected would be reserved.

That quantity may be *fairly* estimated as follows:

Under article 14. * * * Estimating that 1,600 families might have been *expected* to remain, because more than that number *did* remain, notwithstanding all the compulsion used by the government, each, on an average, entitled to 1,250 acres	$2,000,000
Under article 19. * * * For 1,600 persons, the maximum number fixed by the United States themselves, in five classes	458,400
For 90 captains, additional, 134 orphans and persons by name, in treaty and supplement	116,960
	$2,575,360

So that the United States may be fairly and justly held *not to have paid for*, and to have allowed for reservations of, *two millions five hundred and seventy-thousand three hundred and sixty acres of land.*

Now, how much of this quantity *has been* reserved, or paid for *as if* reserved; and how much have the United States made, *clear*, by the mode in which the matter has been managed? The answer is:

Actual amount of reservations allowed and settled for.

Under article 14. * * * Claims actually allowed and located, 143 in number, 185,920 acres	185,920
Scrip allowed in lieu of	1,400,160
	1,586,080
Under article 19. * * * Claims satisfied	127,040
Orphan claims located	21,440
Claims allowed under supplement to the treaty	59,040
To chiefs and other *named* persons	19,200
Or, in all	1,812,800

That is all—*one million eight hundred and twelve thousand eight hundred acres*, out of *two million five hundred and seventy-five thousand three hundred and sixty acres;* so that the United States have obtained, *without paying for*, *seven hundred and sixty-two thousand five hundred and sixty acres*, equal, at $1.25 an acre, to $953,200.

And it is also to be considered that, by the acknowledgment of the government itself, reservations should *of right* have been allowed, *of specific lands*, to the amount of 1,400,160 acres; in lieu of which th United States gave the Choctaws the option of receiving scrip or nothing.

Now, if it be thought that the claims of the Choctaws are *large* on account of these reservations, let this only be considered. They were *entitled* to that quantity of *land there*, in *Mississippi.* Suppose the scrip *was* worth to them $1.25 an acre, which it was not, how much more would the *land* itself have been worth, if they had been *put* in possession, and *protected* in the peaceable possession, as they *ought* to have been—as they were entitled to be—and if they could have sold it at their leisure for what it was *really* worth? Much of the Chckasaw lands, in no respect better, sold for $20 an acre. How much then would these 1,400,160 acres have been *worth* to the Choctaws, if they had been allowed to hold and sell them? At least, on an average, five dollars an acre, or $5,600,640; and the difference between that and $1,750,200 is what *they* lost, and what the government ought to pay them, even supposing the scrip had been worth $1.25 an acre to them instead of 90 cents. The contract with them was violated in every point. What would have been the measure of damages for the breach of precisely such a contract by a private individual? What but the difference between what he actually *received* and what the land would have been worth, if the contract had been performed? The eternal rules of justice govern here as well as in a case between individuals.

PARTICULAR 4TH.

[*Compensation for improvements lost.*]

There is also an additional item to be considered in estimating what the Choctaws have lost by not obtaining their reservations, to wit, the value of their improvements lost and not paid for.

1,585 families are acknowledged to have *remained.* Of these only 143 have saved their lands. 1,150 were allowed scrip in lieu of their land, which was worth not *more* than ninety cents an acre, and 292 families have received nothing. These latter, of course, have received nothing for their lost improvements; and those who received scrip received nothing, because the land *unimproved* was worth *more* than the scrip.

Of the 292 who received nothing, only *one* person lost his claim because he had no improvement at the date of the treaty. 1,150, who received scrip (and who *necessarily* had improvements under the rule enforced), and 291 who received nothing, *all having* improvements, makes 1,441 persons whose improvements were meant to be saved to them by article 14, but who have received no compensation at all.

Of those that removed, 1,763 persons had each from ten to twelve acres in cultivation; and 350 *only* obtained those reservations which were intended to pay them for their improvements under article 14. The number *unpaid* was, therefore, 1,413. Add those under article 14, and we have an aggregate of 2,854.

What each improvement was worth it is now utterly impossible to know. Some were worth more, some less. The *Choctaws* may be able to make some just estimate, but *we* never can. It will be fair to estimate them on an average at $40, the *smallest* amount of money which the government proposed to give in lieu of *any* improvement, and of which certainly no one can say it is too much; and that gives for *lowest* value of improvements, lost and unpaid for, $114,160.

Of course, if the claim set forth in Particular 3 is allowed, there will be no *further* claim for improvements in favor of those who *removed.* They could have no claim beyond that to the lands. But in one way or the other, either by placing these who received no land on the same footing as if their whole number had been provided for, or else by paying them for their improvements as such, they are entitled to compensation. The United States *got* the improvements, received the proceeds and benefits of their labor, and ought to pay for what they received.

But the claim for the value of the improvements of those who *remained,* even where they received scrip, is an independent one. The scrip did not pay the value of the improvements, but only the arbitrarily-assumed valuation of the land. There was nothing allowed in that for improvements, and there was a great difference, one can readily see, between retaining one's homestead and improvements and getting scrip in lieu of them, worth, nominally, $1.25 an acre, and actually, 90 cents.

PARTICULAR 5TH.

[*Claims under the* 15*th article of the treaty of* 1830.]

The stipulations of the 15th article have all been fulfilled except one—that which provides five hundred dollars annually, for twenty years, for the pay of a principal chief, no part of which has ever been paid. The twenty years having expired, the whole amount of ten thousand dollars is therefore due the Choctaws.

PARTICULAR 6TH.

[*Outstanding claims under the* 16*th article of the treaty of* 1830.]

The claims under this head are:

1st. For the removal and subsistence of self-emigrants.

2d. For losses sustained in consequence of the non-fulfilment of the stipulation that "the United States will take all their cattle at the valuation of some discreet person, to be appointed by the President, and the same shall be paid for in money, or other cattle shall be furnished them."

Nine hundred and sixty Choctaws, who emigrated themselves, arriving west at various intervals between the years 1834 and 1845, have, from time to time, applied to the government to place them on a footing with those of their brethren who were removed and subsisted by the United States prior to the year 1835 and subsequent to the year 1844, by paying them a reasonable sum in commutation for expenses incurred for transportation and for provisions during their journey and for twelve months after their arrival west.

The only reply ever made to their applications was that all the arrangements of the government, and all the appropriations for such purposes, had been made, either for those who emigrated before the close of the fall of 1833, when the removal of the Choctaws ceased on the part of the government, or for those who emigrated after the year 1844, when its emigrating operations were resumed, and that the claimants having removed during that interval, "the department had neither the authority to recognize the claims referred to, nor, if it had such authority, the means of liquidating them."

Forty-five dollars for each emigrant—that is, $25 for removal and $20 for one year's subsistence—is believed to be less than the average expense incurred for parties removed by the government agent, and is certainly, under all the circumstances, a very moderate demand on the part of the claimants.

The losses sustained in consequence of the non-fulfilment of the stipulation to receive from the Choctaw emigrants their cattle have occurred chiefly in this way:

Three different agents from time to time attended to this duty.

The first, Mr. Douglass, died shortly after his arrival in the Choctaw country.

The second, Mr. Dowsing, acted for about two months under a temporary appointment from the superintendent of emigration.

Mr. Dowsing's appointment not being confirmed, he was superseded by Mr. John W. Byrn.

In consequence of these changes, and of occasional changes in the instructions issued from Washington, it frequently happened that Indians collected their cattle in pens ready for delivery, at a time previously appointed, to the government officers, who in their turn were either not present, or no longer in office, or not ready, or prevented by some recent special instruction from receiving them. The cattle were necessarily turned loose from the pens, would scatter in the range, when the Indians assembled for emigration could not be collected again, and were, therefore, abandoned. Instances have occurred in which individual Indians lost in this way from 150 to 200 head of cattle. The whole amount lost in this way is estimated at 6,000 head, which it would have cost at least $5 per head to replace.

The amount claimed by self-emigrants is	$43,200 00
Amount claimed for lost cattle	30,000 00
Aggregate	$73,200 00

PARTICULAR 7TH.

[*Claims under the 20th article of the treaty of* 1830.]

Among other provisions of the 20th article of the treaty of 1830 is the following: "To each warrior who emigrates a rifle, moulds, wipers, and ammunition.

During the three years immediately following the treaty 15,000 Choctaws were removed, to whom were issued 3,000 rifles, with about four pounds powder and twelve pounds lead to each rifle.

The official returns show that since the year 1834, 6,184 Choctaws have been removed by the government agents, that is, 6,007 subsequent and 177 prior to the year 1844; and also that 960 Indians are represented to have emigrated themselves during the interval elapsing between the years 1833 and 1845.

In the ratio of rifles issued to the 15,000 emigrated before the close of 1833, one to every five Indians, the 6,184 Choctaws removed since then by the government would be entitled to 1,236, and the 960 to 192, making an aggregate of 1,428, which at $12.50 each, the price heretofore paid by the government, would be $17,850 00
To which add for ammunition $1 each is 1,428 00

19,278 00

Soon after the emigration of the Choctaws was resumed on the part of the government, in 1844–'5, the late Capt. Wm. Armstrong, who acted as superintendent of emigration, repeatedly assured the Mississippi Choctaws that each warrior who removed was entitled to and should be supplied with a rifle and ammunition under this clause of the treaty. But when he subsequently called the attention of the Indian Department to the subject, he was informed that the department had neither the means nor the authority to make good his promises.

PARTICULAR 8TH.

[*Arrearages of annuities due under former treaties.*]

Unpaid balance of arrearages of Choctaw annuities reported by the 2d Auditor (see his report, Senate Ex. Doc. No. 64, 2d sess., 33d Congress)			$36,632 48

Amounts claimed by the Choctaws under the treaty of 1830.

1st. Under the 14th article.—Land for 1,585 families, 1,910,400 acres, at $1.25, is			2,388,000 00
Losses on scrip, nominal value	875,100 00		
For which Choctaws realized	118,400 00		
		$756,700 00	
Interest on $1,750,200.00, from February 24, 1836, to March 3, 1845, say 9 years	787,590 00		

Interest on scrip from March 3, 1845, till paid	149,815 00		
Interest still due under act March 3, 1845	150,989 70		
Interest on rejected claims	405,400 00		
		1,493,794 70	
			2,250,494 70
Estimated value of 1,441 improvements, at $40 each			45,640 00
2d. 15th article.—Reservations and other items for chiefs, captains, &c		50,300 00	
Pay of principal chief		10,000 00	
			60,300 00
3d. 16th article.—Removal and subsistence		1,288,403 95	
6,000 head cattle, at $5		30,000 00	
			1,318,403 95
4th. 17th article.—20 years' annuity			400,000 00
5th. 19th article.—Cultivation claims		531,240 00	
Other reservations		16,000 00	
Orphan lands		138,394 89	
			685,634 89
6th. 20th article.—Education and buildings		322,000 00	
Blacksmiths and millwrights		53,880 00	
Rifles, &c., &c., for 4,428 warriors		59,778 00	
Blankets, wheels, looms, &c., &c		27,100 00	
			462,758 00
7th. 21st article.—Wayne warriors			1,718 75
8th. Supplement.—Reservations			72,200 00
9th. Compensation that should be made to those Choctaws who had emigrated prior to treaty of 1830 for their interest in lands then ceded			356,792 00
			$8,041,942 29

Amounts realized by the Choctaws under the treaty of 1830.

1st. Under 14th article.—143 families, land 185,920 acres, at $1.25, is	$232,400 00		
1,150 families, scrip 700,080 acres, nominal value		875,100 00	
1,150 families, money for 697,600 acres, at $1.25, is		872,000 00	
			1,979,500 00
2d. Under 15th article.—Reservations, money, &c., for chiefs, speakers, and captains			50,300 00
3d. Under 16th article.—Removal and subsistence			1,245,203 95
4th. Under 17th article.—20 yrs'. annuity			400,000 00
5th. Under 19th article.—Cultivation claims		121,840 00	
Orphan lands, including those held by United States in trust		138,394 89	
Other reservations		14,400 00	
			274,634 89
6th. Under 20th article.—Education, buildings, &c		322,000 00	

Blacksmiths and millwrights	53,880 00	
Blankets, wheels, looms, hoes, &c	27,100 00	
Rifles to 3,000 warriors ($13.50 each)	40,500 00	
		443,480 00
7th. Under 21st article.—Wayne warriors		1,718 75
8th. Under supplement.—Reservations		72,200 00
Whole amount rec'd under treaty of 1830		4,467,037 59
Balance still due Choctaws under treaty of 1830		3,574,904 70
		$8,041,942 29

Particulars in which balances are due the Choctaws, as shown by the foregoing statement.

Particular 1st.—Compensation for Choctaws who emigrated prior to 1830, for their interest in lands			$356,792 00
Particular 2d.—Claims under 14th article:			
1,585 families, entitled to	1,910,400 acres		
1,293 " have received	1,586,080 "		
292 " still entitled to	324,320 "	is	405,400 00
Short payment to 1,293 families, being for difference between par value of scrip	875,100 00		
And amount realized	118,400 00		
		756,700 00	
Difference between $872,000 money and $875,100 scrip		3,100 00	
			759,800 00
Interest on $1,750,200 prior to March 3, 1845, 9 years		787,590 00	
Interest on $875,100 scrip from March 3, 1845, till paid		149,815 00	
Interest still due under funding act March 3, 1845		150,989 70	
Interest on $405,400 due 292 families, 20 years		405,400 00	
			1,493,794 70
Particular 3d.—Claims under 19th article:			
Cultivation claims		409,400 00	
Other reservations		1,600 00	
			411,000 00
Particular 4th.—Pay for 1,441 improvements under 14th article, at $40			45,640 00
Particular 5th.—Pay of principal chief			10,000 00
Particular 6th.—Removal and subsistence 960 self-emigrants, at $45 each		43,200 00	
6,000 head of cattle, at $5 each		30,000 00	
			73,200 00
Particular 7th.—Rifles to 1,428 warriors, at $13.50 each			19,278 00
Aggregate claimed as still due under treaty of 1830			3,574,904 70
Particular 8th.—Arrearages of annuities under former treaties			36,632 49
			$3,611,537 19

APPENDIX.

Statement of Israel Folsom, one of the delegates who negotiated the treaty of 1855.

I certify that when the Choctaw treaty of 1830 was made the Choctaws of my acquaintance were all opposed to its provisions, with the single exception of the 14th article, by which it was understood that land would be secured for those who desired to remain in Mississippi. This was regarded by all that I heard speak of it as the only acceptable feature in the treaty. And I further certify that it was the intention, deliberately formed and expressed, of one party of Choctaws, equal in number to nearly one-fourth of the entire tribe, to remain on their improvements the time necessary to secure them in fee-simple under the 14th article, then sell their reservations, and with the proceeds enter other lands at the United States land office in a solid body, in the section of country where I lived, for the purpose of forming themselves into a separate colony, in which they intended to establish schools, churches, &c., and to make provision for the support of resident missionaries. This plan was ultimately abandoned in consequence of the threats of the government officers and emigrating agents, who caused nearly every family embraced in the scheme to remove to the Choctaw country west of Arkansas through fear of personal violence or injury. Of the five or six thousand persons who intended to form the colony, not more than fifteen or twenty remained long enough to secure reservations under the 14th article.

WASHINGTON, D. C., *May 2d*, 1856.

ISRAEL FOLSOM.

No. 3.—R. B. E.

NOTES UPON THE CHOCTAW QUESTION.

1.—*Choctaw title to their lands east of the Mississippi after the treaty of* 1820.

Part of the Choctaws had crossed the Mississippi at an early day, and settled on the Lower Wachita, and on both sides of Red River.

Generals Jackson and Hinds, commissioners who made the treaty of 1820, recognized the continuing and intact interest of those Choctaws who were then *west* of the Mississippi in the national lands east of that river; for they over and over again announced it to be the determination of the President, if those east of the Mississippi would not treat for a cession of their lands, *to treat with those west of that river for a cession of the whole, or an exchange, acre for acre.*—2 *Ind. Aff., Am. St. Pap.*, 234, 5, 6, 7, 9—240.

The principle that these *western* Choctaws still retained their interest in the *eastern* lands was settled, in an analogous case, by the treaty of 1846 with the Cherokees.

The commissioners who made the treaty of 1820 expressly assured the Choctaws that, if they would make the cession then required of them, *those who chose to remain east of the Mississippi might do so and be happy.* —*Do.* 236. And they assured them that if they agreed to the proposed arrangement (as upon these and like assurances and pledges they *did*

do) it would "*permanently fix the boundary lines between the red and white people*"—that "*a poor country would be the limit in the east, which the white people would never wish to obtain*"; and that "*their white brethren* COULD NOT *then ask them for any more land*, nor could those of the nation who had gone over and settled beyond the Mississippi."—*Do.* 238.

They again said: "*Have the pegs driven down, and the lines distinctly marked, as proposed,* SO THAT THEY NEVER CAN BE ALTERED UNTIL YOU REQUEST IT YOURSELVES, *or until you are advanced to that state of civilization when* THE LAND *will be* APPORTIONED OUT *to each family or individual in the nation.*"—*Do.* 240.

Mark this solemn and most significant and important pledge! It was the solemn promise of the United States that if these poor Indians would make the treaty and cession then required (*as they did do*), *they should never be asked to cede more land; the lines never should be altered again until they should ask it, or until they should become civilized, when* ALL *the land should be* APPORTIONED OUT AMONG THEMSELVES, *and belong in fee simple to the respective families and individuals.*

"*When* THE LAND *will be apportioned out,*" says the express *promise* of the commissioners. Did that phrase, "*the land,*" mean *the whole* of it, or *part* of it? Did the phrase "*be apportioned out,*" mean that "*a limited parcel*" of the land would be divided? "*To each family or individual in the Nation,*" says the promise, "*the land shall be apportioned.*" Did that mean that *others* than they should share in the apportionment?

This promise was thus carried out. Art. IV. of the treaty of 1820 specially agrees that "the boundaries hereby established between the Choctaw Indians and the United States, on this (the east) side of the Mississippi River, *shall remain without alteration* until the period at which said nation shall become so civilized and enlightened as to be made citizens of the United States, and Congress shall lay off *a limited parcel* of land for the benefit of each family or individual in the Nation."—7 *Stat. at Large*, 211.

This was *not the promise* made to the Choctaws, but a wholly different thing. This was found out by 1825, and in the treaty of 1825, by Art. VII, it was agreed "that the fourth article of the treaty aforesaid (of 1820) shall be so modified as that the Congress of the United States shall not exercise the power *of apportioning the lands for the benefit of each family or individual of the Choctaw Nation*, and of bringing them under the laws of the United States, but with the consent of the Choctaw Nation."—*Do.* 236.

Here we no longer hear of Congress *laying off a limited parcel* of land for each family or individual; but the language of the original promise is returned to, and now *the lands* are to be *apportioned* for the benefit of each family or individual. The fourth article of the treaty of 1820, so far as it endeavored to avoid the promise made by the commissioners, is annulled, and the wrong it did righted.

Not *a limited parcel*, but *the lands, all* the lands, are to be, not *laid off*, but *apportioned*—not *a piece* to be *cut off* from the loaf and given the children, but *the whole divided*—the whole succession *distributed—the whole* estate *apportioned* and *partitioned* to and among each family or individual; *the whole to them*, and *nothing to anybody else.*

By these two articles (IV of the treaty of 1820 and VII of that of 1825) combined, the boundary between the United States and the Choctaws east of the Mississippi *was to remain unaltered until the latter should be fit and choose to become citizens of the United States, and then all such lands were to be apportioned among them.*

The title which one tenant in common takes by a partition of an estate

held *in indiviso* is not *a new title created* by the partition, but it is deemed to have been, from the beginning, to *the whole* of the share apportioned to him, and *to none* of the shares *not* apportioned to him. *He holds strictly under the original title.* If, therefore, *the individual Choctaws* were, by the apportionment, to take a fee, that could only be because *the nation* had the fee *before* the apportionment. Only what the nation *had* could be *apportioned, partitioned, or divided out.* That is so by the very force of the term itself.

2.—*Choctaw title to their lands west of the Mississippi prior to the treaty of* 1830.

By the treaty of 1820 the United States ceded to the Choctaw Nation a country between the Arkansas and Red Rivers, which was, in the negotiations, over and over declared to be intended as their permanent and perpetual home. It was to be bounded, in part, by a line running up the Canadian to its source (which is far in New Mexico), and by a line from that south to Red River (though such a line would go three hundred miles west of the head of Red River). This country is several times spoken of in the treaty as "*the country hereby ceded to the Choctaws.*"

The treaty of 1820 states that *the land ceded to the Choctaw Nation*, west of the Mississippi, is to be for *their permanent home.—Art. VI*, 7 *Stat. at Large*, p. 212.

By the treaty of 1825 the Choctaws ceded to the United States so much of their country West as lay east of a defined line, and it was stipulated that this line should "*continue* and *remain* the *permanent* boundary between the United States and the Choctaws."

The legal meaning of the phrase "*cede to the Choctaw Nation*" when used as in the treaty of 1820, without qualification or explanation, is to transfer to the person or party to whom the cession is made all the estate which the cedant has. It gave the Choctaws, by its legal operation, the simple and absolute ownership, and all the title the United States had as far as the Choctaws ever obtained it.

It was agreed by the treaty of 1825 that the landso so ceded should be *permanently their property*, and its east line be *the permanent boundary.*

It was understood, on all hands, that the land was *guarantied to them forever.—Letter of Col. Thos. L. McKenny*, 2 *Am. State Papers, Indian Affairs*, p. 703.

It is a common idea that the treaty of 1830 conveyed a *higher* title to the Choctaws. *But that is not so.* It gave no additional dignity to their title. That title was perfect before. It was not a fee simple, but a right of perpetual occupancy and exclusive usufruct, *without power of alienation or disposition*, but with a reversion in the United States upon extinction of or abandonment by the Choctaws.

The *same* title *and no more* remained after the treaty of 1830. That treaty regranted the country, narrowing its western limits, and provided that *a patent in fee simple* should issue to the Choctaws for it in accordance with an act of Congress. But this was merely delusive. The treaty and patent did not vest a fee simple title. It is a familiar principle that an attempt to limit the power of disposition or alienation of a complete title is void. The power of alienation is a *necessary incident* to a *fee simple* title. It is *indispensable.* There can be *no* such title *without* it. That power of alienation or disposition was still expressly excluded, and the title remained, as it was before, a right of exclusive *occupancy* and *usufruct* in the person of the grantee, but *no* right of

alienation or disposition; and on the contrary, a reversion to the grantor upon sale, transfer, or abandonment.

Summary of the rights of the Choctaws prior to the treaty of 1830.

PRINCIPLES.—The same rules of law must be applied to the treaties, and the same rules of morals and ethics to the pledges and promises of the United States, made with and to the Choctaws, as to contracts between individuals, to treaties between great nations, and to promises and pledges made by man to man. Nay, the obligation to abide faithfully and in the utmost honesty by the treaty, and to comply punctually and precisely with the promise, is more absolute and stringent where a great and powerful nation has dealt with and made promises to a feeble and dependent tribe; and still more, if not vastly more so, where a *guardian* has so dealt with and promised a *ward*, and there is no common and unprejudiced and impartial tribunal to which the feeble tribe or defenceless ward can appeal.

CONCLUSIONS.

First. When the Choctaws had signed the treaty of 1820, they held the solemn pledge and sacred promise of the United States, which could not honorably or without disgracing the American name be broken, given by the commissioners who negotiated the treaty, that no attempt should ever thereafter be made to purchase any of their remaining lands, but the line then run between them and the whites should remain inviolate forever, at their option, and that not until they chose should the laws of the United States be extended over them.

Second. That by the two treaties of 1820 and 1825, the Choctaws became absolute owners in perpetuity of all their remaining lands east of the Mississippi, with the right of becoming citizens of the United States whenever they should have become sufficiently civilized and enlightened and should desire to do so; when, and not before, all their lands should be apportioned among them, and be thereafter held, not *in indiviso*, but by individual title in fee simple.

Third. That by virtue of the same treaties they obtained as much title to their lands west of the Mississippi as they ever obtained, that title being, not a fee simple, though styled so, but a right of perpetual exclusive occupancy and usufruct, to be exercised solely by them in person, with no right of alienation or disposition, and with reversion to the United States in case of national extinction or abandonment.

APPLIANCES OF MORAL COERCION, FORCE, AND DURESS, USED TO OBTAIN THE TREATY OF 1830.

That if they did not execute the treaty and cede all their lands, the United States would withdraw their protection from them.

That if they remained in Mississippi, the laws of that State would be extended over them and the United States were powerless to prevent it.

That if they did not cede their lands and remove, their nationality would be extinguished and utter ruin and destruction would overtake them.

The Secretary of War informed them, by letter dated the 1st of June, 1830, that they could not remain where they were and be a happy and

prosperous people; that Congress would not, because they could not, interfere to prevent the States extending their laws over them; and that of course it was now for the Choctaws to decide whether they would submit to those laws upon their people or go beyond the Mississippi, where they could be under their own laws and upon their own land, with none to interrupt them.—*Sen. Doc.* 512, *Ind. Removal, vol.* 2, 1*st sess.* 23*d Cong.*, p. 4.

The Secretary of War, Maj. John H. Eaton, and General John Coffee, sent as commissioners to treat with them, with positive instructions to procure a cession of all their lands, on any terms, said to them: "Are you willing to remain here and live as white men? are you willing to be sued in courts, there to be tried and punished for any offence you may commit; to be subjected to taxes, to work upon roads, and attend in musters? For all these you must do. If you are satisfied that under such a condition of things you cannot be happy, consent to remove beyond the Mississippi. Neither he [the President] nor Congress possesses authority to prevent the States from extending their jurisdiction over you and throughout their limits. After the present time we shall no more offer to treat with you. You have commissioners in your country for the last time. Hereafter you will be left to yourselves and to the laws of the States within which you reside; and, when weary of them, your nation must remove as it can and at its own expense.—*Do.*, 256, 7, 8.

They also told them that the country west of the Mississippi was not *sold*, but *given*, to their people, because that ceded by them by the treaty of Doak's Stand was fully paid for otherwise. That was positively untrue; because the preamble of that treaty expressly declares that part of the land east of the Mississippi was *exchanged* for the country beyond that river; and art. 2 expressly cedes to the Choctaws the land west "*in consideration* of the foregoing cession [in art. 1] on the part of the Choctaw Nation, and *in part satisfaction* for the same."

But the commissioners made the statement, nevertheless; and they imperatively told the Choctaws, thereupon, that they must give up either one country or the other; that it was the understanding in 1820 that all the Choctaws would remove [which was also wholly untrue], and that if they did not the land west of the Mississippi would be given to other tribes.—*Do.*, 258.

In the West, the commissioners said, the United States would protect them, preserve them at peace with themselves and all mankind, perpetuate them as a nation, and render them a happy and prosperous people. "Here," they added, "you cannot be so. It is idle to indulge such dreams of your fancy—dreams which are entirely deceptive, and from which nothing of pleasing reality can ever come. Every day's observation shows wretchedness and distress will be yours to remain where you are. The kind and friendly feelings of your Great Father will be insufficient to preserve you from these inevitable results."—*Do.*, 257.

"If you prefer to live under our laws and customs," they said, "remain and do so, and surrender the lands assigned to you west of the Mississippi or otherwise remove to them."—*Do.*, 258.

As they still declined to sell, the Secretary again told them that the President could not possibly prevent the extension of the State laws over them; that the government intended this to be the last treaty ever held with them; and that it was certainly the last time that commissioners would appear in their nation, to talk with them on this subject.—*Do.*, 260.

The treaty was not read at the time when it was signed. It had been

read over the day before, when the Indians were engaged in conversation and did not listen. The Secretary's final address was intended to alarm them, in which he portrayed the evils that would be entailed upon them by the entire destruction of their nationality, and their subjugation under the State laws; and threatened them with the immediate withdrawal of the protection of the United States. He then placed the treaty on a table in front of him, and urged them to come forward at once and sign it. The speech produced a general panic among them, and in the midst of great confusion and excitement the treaty was immediately signed, without being read again, or understood by the Indians. The supplement was afterwards signed under the same state of feeling.—*Letter of Gen. Grant, Choc. Corr.*, p. 47.

So great an excitement was caused, that those who had signed the treaty were afraid to remain on the ground; and the commissioners, apprehensive of serious consequences, left without furnishing the Indians with a copy of the treaty. When copies were afterwards furnished, the nation would with one voice have protested against the ratification of the treaty, had not the United States' agent by intimidation prevented it. They understood it to contain all the beneficial provisions promised by the commissioners, and yet were only brought to sign it "under the controlling influence of fear, coercion, and duress."—*Same letter of Gen. Grant.*

INDUCEMENTS AND PROMISES HELD OUT AND MADE TO THE CHOCTAWS TO PROCURE THEM TO MAKE THE TREATY OF 1830.

Major Eaton (Secretary of War) and General Coffee said in their first talk to them, "*It is not your lands*, but your happiness, that we seek to obtain." We seek no advantages; we will take none. Your Great Father would not approve such a course. He has sent us, *not as traders*, but as friends and brothers, and to act as such.—*Doc.* 512, *above cited*, pp. 256–7.

When they declined to treat, the Secretary again told them that "their object, he well knew, was to claim the best bargain they could, and the commissioners were prepared to give them one, in all respects liberal, to the extent that they could hope the Senate of the United States would ratify. They had come as friends, and at their own request, to protect them from injury, *not to cavil with them about prices. As for their lands the government cared nothing, for they had enough.* Their object was merely the possession of the country, *without regard to anything of value or profit to be obtained from the sale of the lands.*—*Do.*, 260.

He told them, he says himself, in his concluding address, that the United States *did not want their lands for any purpose of profit*, but only to have jurisdiction over their country, and save them from the encroachments of the whites. And these declarations, he says, with those that, if a treaty were not made, the President would withdraw the agent, and leave them under the State laws, had great influence with them; and *thereupon* they *hastily* came forward and signed the treaty.—*Letter of Maj. J. H. Eaton, Choct. Corr.*, 45.

"The idea that the United States sought any pecuniary profits from their lands, or desired anything beyond a mere jurisdiction over the country, was emphatically disclaimed in the address I made to them. Added to this was a stipulation that the lands should remain a trust, for the fulfilment of the engagements of the treaty. These two circumstances might well have induced the Indians to believe, as they now

state, that the nett proceeds of the sale of their country was to inure to them."—*Same letter of General Eaton, above cited.*

Many protestations and promises were resorted to, all intended to impress the Choctaws with the belief that they would get the full value of their lands. "The idea that the government desired nothing but the right of jurisdiction, and that all else was to be for the benefit of the Indians, was repeatedly presented and with special emphasis."—*Letter of Gen. R. H. Grant, Choct. Corr.*, 46.

Thus urged by fear and terror, and at the same time assured that the United States did not desire to make any profit out of their lands, but were willing to give them the whole benefit of their value, they made the treaty.

Utmost extent of reservations provided for.

				Acres.
ART.	XV.	To each of the three chiefs four sections, or to all		7, 680
	XIX.	To David Folsom, four sections		2, 560
	XIX.	To I. Garland and seven others		10, 240
	XIV.	To every head of family that elected to remain, 640 acres for him or herself; and, for each child over 10 years, 320, and each under 10, 160 acres; estimated at 1,600 families, averaging 1,250 acres each, or for all		2, 000, 000
	XIX.	To not more than 40 persons, 640 acres each	25, 600	
		To not more than 460 persons, 480 acres each	220, 800	
		To not more than 400 persons, 320 acres each	128, 000	
		To not more than 350 persons, 160 acres each	56, 000	
		To not more than 350 persons, 80 acres each	28, 800	
				459, 200
		That is, to 1,600 persons	459, 200	
		To 90 captains, 320 acres each, additional		28, 800
		To 134 orphans, 160 acres each		21, 440
SUPPL.		Whole amount of reservations in supplement		59, 040

Payments agreed to be made.

ART.	XV.	Salary of three chiefs, 20 years	$15, 000
		Salary of principal chief, 20 years	10, 000
	XV.	Salary of three speakers, at $75, 4 years	300
		Salary of three secretaries, at $150, 4 years	600
		Clothes and swords for 99 captains	5, 000
		Salary for same, 4 years	19, 800
	XVI.	Removal and subsistence for one year	1, 300, 000
		Cattle to be paid for	30, 000
	XVII.	Annuity, $20,000, for 20 years	400, 000
	XX.	Education, 40 youths for 20 years; Council house, churches, and chiefs' houses; Teachers and preachers	322, 000

Blacksmiths' iron and steel, &c	50,880
Millwrights	3,000
Blankets, looms, &c	27,100
Rifles, ammunition, &c	75,000
Life annuity to the warriors who fought under Wayne, $25 each	1,719

THAT THE CHOCTAWS WERE TO HAVE THE NETT PROCEEDS.

By Art. XVIII of the treaty, it was provided that the lands ceded should be surveyed. And that section further provided, "And for the payment of the several amounts secured in this treaty, *the lands hereby ceded are to remain a fund pledged to that purpose*, until the debt shall be *provided for* and *arranged*. And in the construction of this treaty, wherever well-founded doubt shall arise, it shall be construed most favorably towards the Choctaws."

There was no necessity for this provision, pledging the lands as a fund, to secure the payment. There was and could be no suspicion as to the *solvency* of the United States.

The Choctaws did not *require* or *suggest* such a pledge, by way of security.

The expression did not mean that they retained a lien on *the lands themselves*, for the payment of the stipulated moneys. For the power of disposition of the lands, by the United States, was not, nor was meant to be, suspended, much less denied. Besides, such a lien could not be enforced against the United States. It was not contemplated that the Choctaws should assert and enforce such a *lien* on the *lands*.

It is a fair construction, considering the understanding of the Choctaws, and that all doubts were to be resolved in their favor, that the lands were taken, and to be held, solely for the purpose of giving the reservations, and making, out of the proceeds of the residue unreserved, the payments provided for by the treaty.

It is therefore a fair construction that the United States took them in trust for that purpose only. No other construction will satisfy the national promise, nor preserve the national honor. For, if the United States *were* to realize any profit from the land, the Indians had been deceived by willful falsehoods.

No precise or formal words are necessary to create a trust. If A convey his lands to B, by a conveyance absolute, but it is orally understood that the transaction is a security for a debt, the absolute deed is, in the view of a court of equity, but a mortgage.

If it was understood that this cession was not to profit the United States, but the Choctaws alone, then any surplus of the proceeds of the unreserved land, over and above the amounts to be paid under the treaty, went to the Choctaws, by way of a resulting trust.

Unless the terms used were intended to secure the proceeds and profits of the land wholly to the Choctaws, or mislead them, it is hard to *say what* meaning they were intended to have.

Clearly it was the *proceeds* of sale, and not the *lands* themselves, that were set apart. The land was held like all other public land. Each 16th section would belong to schools. There was no limitation on the power of Congress to sell it, when and as it pleased, or not at all, or to give it away.

If the Choctaws retained no interest in the lands or their proceeds, beyond the reservations and payments, why provide for a survey?

In November, 1826, the United States made an attempt, which failed, to induce the Choctaws to cede the remaining lands east of the Mississippi. They offered them reservations "with good title" to 300,000 acres of land, to those who wished to remain and become citizens of the United States; arms, supplies, stores and ammunition, and provisions for a year, for all who would remove; payment of expenses of removal, for all stock, lost by removal, and for all improvements abandoned; and one million of dollars.—2 *Am. St. Pap., Ind. Aff.*, 712.

It is not likely that the Choctaws would have taken less for their lands, only four years afterwards.

The Choctaws already owned the lands west. *They* constituted no part of the consideration for the final cession. Those east they owned in perpetuity, under the most solemn pledges, and by the most solid muniments of title. In selling them they were entitled to their full value. If now denied their proceeds, and limited to the paltry sums specified, for particular purposes, as payable in any event, they would not receive what is just and right, and what was promised them; but the treaty would be made to do them grievous wrong.

The reservations were so much land not ceded. Those who had already removed west, were still equally interested in the national lands. We have seen that the United States even proposed to buy *all* the national lands *of them alone*, if the eastern Choctaws refused to sell. They obtained no reservations. If the nation does not receive the net proceeds, what do they get for their interest in the lands? Their share of the annuity, and some other small amounts, are all! The removal and subsistence of others, and gratuities to other individuals, were no consideration to *them*.

The annuity was much less than $400,000. It was only the interest on that sum, at 5 per cent. for twenty years. That sum was equal to interest on itself at that rate, forever. The last payment of $20,000 was but equal to $10,000 paid in 1830, with interest for twenty years, at 5 per cent.

So, too, with the salaries of officers, and all the other payments by installments.

Nothing was provided to be paid for *improvements*. The value of them was secured to the owner, only so far as *reservations* including them were secured. They, and the property left and lost in consequence of emigration, amounted to more than the whole aggregate of obligations and payments provided for by the treaty.

The United States are bound to accurate performance, not only of their *positive* and *explicit* promises, pledges and obligations, but of everything that binds them by implication and in honor. There is no technical plea in bar that will acquit them, unless it reaches the merits. The art of the special pleader will avail them nothing; and this is especially the case, where the demand is on the part of a weak and defenceless people.

Every head of a family in the nation could have elected to remain east of the Mississippi. That right was expressly given and secured to every one. Remaining, each had in fee simple, 640 acres for himself, 320 for each child over ten, and 160 for each under ten years of age.

Thus, the quantity of land so retained and reserved out of the cession or grant, might be vastly larger or vastly smaller, according to the option of the individual Choctaws. This shows that the quantity to be retained was unimportant to the United States; which could *not* be, if *they* were to profit by the cession; and which *would* be the case, if they merely took the lands on trust for the benefit of the Choctaws.

It is difficult to maintain a purchase by a guardian, of the property of

his minor ward. *The Indian tribes are always minors.* The Choctaws had by treaty placed themselves under our sole protection, and we had accepted the protectorate. If we promised, or even gave them to understand, that we would make no profit out of their lands, but would give them all the profit, we are bound by that, and we cannot disclaim and deny the trust *in order to enrich ourselves.* That is *our own law*, between man and man; and it is part of God's law, *for it is mere justice.*

So the number of those receiving reservations under art. XIX, and the quantity of land received, might greatly vary. The latter might be near a half million of acres; and it might be next to nothing. This could be unimportant to the United States, only upon the hypothesis that the Choctaws were sole beneficiaries, the United States holding the legal title solely to reimburse themselves, and then in trust for the Indians.

If all the Choctaws had availed themselves of the benefits of articles XIV and XIX, as to reservations, scarcely more land would have remained than would have met the other obligations and payments. Probably the commissioners calculated on this; and supposed that the lands would really be exhausted.

In any event, if any of the stipulated payments have not been made; if any of the obligations assumed remain uncomplied with, if any reservations were not secured and realized, by the fault, neglect or default of the United States, the United States have more land than they are entitled to, and have not performed the conditions on which title was to vest in them.

That is just the question. Were these conditions precedent, without performance whereof, title was not to pass? Clearly not. For the title *did* pass, because the United States could *sell.* Then they were trusts to be performed; and there was a resulting trust in favor of the Choctaws, for the residue of the proceeds, after the specific trusts should be performed.

If by the fault, laches or default of the United States, their obligations cannot now be complied with; if it is now impossible or too late specifically to perform or make adequate compensation, then there is but one remedy—and that is, to pay over the nett proceeds of the land.

That is precisely the case.

The Choctaws were hurried off contrary to the treaty.

No means were furnished them to carry with them their personal effects. They were made to leave them, and promised that the United States would pay for them. Nothing has ever been paid.

To many of those who removed themselves, no compensation has ever been made.

Very few of their cattle were never appraised, or paid for as required by the treaty.

Large numbers of Choctaws were plundered of their reservations by individuals. Many were ousted by force. Many such reservations were sold as public lands. Rapine and plunder lorded it everywhere. Fraud and swindling became architects of fortunes.

The government *did, after* the cession, what it *threatened* to do if that cession were *not* made. It withdrew its protection from the Choctaws and left them to be plundered with impunity. They repossessed none who were dispossessed. The ears of the government were deaf to such complaints. After a long time they enacted a law providing a mode of examination of rights for reservations, which seemed intended to *avoid* complying with the treaty. It was so strict, and narrow, and illiberal as to avail but few of those who needed relief. Many had not known how to preserve the evidence of their rights. Many had despaired of redress

and removed, and from those who remained and succeeded in establishing their rights, the government withheld those rights unless they would remove.

The treaty gave specific reservations, including particular improvements. It was no performance of this to give scrip to be located elsewhere, worth at the utmost, anywhere, less than the minimum price of the public lands. Issued to Indians on Red River, they could not locate it, and it went into the hands of merchants and speculators at thirty or forty cents an acre. Thus it was that the United States, a *Christian* people, and claiming to be a *just* one, complied with their promises to secure these poor Indians their houses and improvements by giving them half-worthless scrip instead.

Vast numbers of claims to reservations under Art. XIX remain unadjusted.

Those persons who lost their improvements, have never received any compensation.

All this was caused by the United States. These Indians, always our faithful though humble friends, peaceable, quiet, and inoffensive, were treated as if they were a conquered people; and were huddled pell-mell, as if at the point of the bayonet, on the banks of the Mississippi, and driven across into the wilderness, leaving everything behind them in that mad flight. None were left free to remain. All were harried and hurried: no protection was extended to those who desired to remain.

The damages so occasioned can never be ascertained or computed. It is useless to attempt it. No ascertainment can now be had of the number and amount of cultivation claims under Art. XIX. It is too late.

Justice *delayed* too long, is justice *denied*. These claims have been urged and asserted for twenty years. Appeal and argument in regard to them have been in vain.

The whole vast aggregate of injury and wrong never can be known:—how many persons, who were entitled to, did not receive reservations:—how much each reservation lost was worth more than the scrip received:—the losses on scrip; the value of improvements lost; the value of personal property sacrificed by the government's hot haste; the value of cattle abandoned; and how much paid to attorneys and agents. The Indians themselves may *approximate* to a just estimate. *We* never can.

The United States have entirely disenabled themselves to do justice in the premises, upon the hypothesis that the nett proceeds of the lands were *not* to belong to the Choctaws. They cannot now give and secure all the reservations, nor make all the payments, nor comply with all the obligations. There was a time when they could have done so; but that time exists no longer.

There is but one course, then, which they can adopt. They must do *something* to avoid infinite disgrace and dishonor.

That course is, to give the nett proceeds of the lands, deducting what has been actually paid; and thus do justice, no matter what it costs.

That will even be less than just; for now even that will not compensate them.

At all events, it would be not *un*just to the United States; for two years later, they gave the Chickasaws the nett proceeds of *their* lands, who certainly deserved no *more* favor and kindness than the Choctaws.

It would be but just; because justice cannot now be otherwise done.

It would be but just; because it is but a fair interpretation of the treaty.

It would be but just; for, by the civil law, even a mistake of law may

be corrected to enable a man to retain his own; but not to enable him to gain what is another's; and the Choctaws ask to be relieved only so far as to retain the value of their own land.

It would be but just; because the United States will *lose* nothing and *suffer* nothing; but only fail to make an unconscientious profit.

And it would be but just, because, otherwise, their pledge, that they would make no profit out of the lands, must be shamefully and disgracefully broken.

And again it would be but just, because the United States have always had the means and power of protecting their own interest in the premises, and of complying with all their obligations.

It is of the highest obligation of a great nation to pay whatever fairly and justly belongs to these Choctaws; whatever *ought* to be paid them to satisfy just and fair expectations raised by the acts or words of the United States; whatever, *ex æquo et bono*, they *ought* to have: because no necessity existed that could justify our misleading or deceiving them, or availing ourselves of a cession made by them under a mistake. The *implied* promise of a nation should be as sacred and inviolate as a statute or bond.

NOTE.—The paper inserted here, entitled "Extracts from the journal of the commissioners who negotiated the treaty with the Choctaws, of 1830, No. 4., R. B. E.," having been printed in response to the rule issued upon the Secretary of the Interior on the 25th day of July, 1881, is now omitted inprinting the papers embraced in the foregoing stipulation, signed by Mr. Simons.

JOHN J. WEED,
Of Counsel.
THOMAS SIMONS,
Assistant Attorney-General.

"C."

No. 5.—R. B. E.

WASHINGTON CITY, *April 20th*, 1858.

SIR: In our communication some days ago, lists of property lost in the removal under the treaty of 1830, by residents in two of the districts of our nation, we stated that the list of a similar character for the other district had not come to hand. Since then it has been received, and we beg leave to submit it herewith to be filed with the others. We regret that the commissioner who made the investigation, Mr. Daniel Folsom, omitted to sign and authenticate it in the proper manner, which was doubtless a mere oversight on his part. He is an intelligent, high-minded, and honorable man, and, we are sure, performed the duty assigned to him with all possible care and entire conscientiousness.

In the presecution of our claims against the government we have often referred to the heavy and serious losses suffered by our people in their emigration under the treaty of 1830, in consequence of the hurried and loose manner in which it was conducted by the government agents who superintended it, and for which losses no compensation has ever been made to anything like the extent provided for & required by the treaty. The government never having had the claims investigated, as

we think it should have been done, there was no evidence as to their extent, and consequently no means of procuring the extent to which the government has failed to do the Choctaws justice in this particular Under these circumstances the authorities of the nation deemed it proper to take measures to obtain the best information possible on the subject. They therefore appointed commissioners for the three different districts of the nation—good and reliable men, whose duty it was to make a careful investigation of every case of alleged loss, and to include only such as appeared to be valid & just. The lists which we have filed in your office show the result of their labors. A comparison of the claims embraced by them with those which the government has heretofore settled will give a pretty correct idea of the extent to which the government has failed to do the Choctaws justice on this point, though we are well advised that many claims were omitted in consequence of want of time to complete the investigation to its full extent, and the impossibility of the commissioners reaching all the claimants. The results shown by the lists are therefore under rather than above the work.

Very respectfully, we have the honor to be, your ob't serv'ts,

P. P. PITCHLYNN,
ISRAEL FOLSOM,
PETER FOLSOM,
Choctaw Delegates.

Hon. C. E. MIX,
Acting Com'r Ind'n Aff'rs.

No. 6.—R. B. E.

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
May 15, 1858.

SIR: The communication of the 31st March last from the chairman of the Committee on Indians Affair of the Senate, containing a series of queries in relation to the case of the Choctaw Indians, arising under the 11th article of the treaty of June 22, 1855, was received at this office on the 2d ultimo, by reference from you for a report thereon.

Immediate measures were adopted for collecting the required information, as far as practicable, and I have now the honor to report the result as follows:

Query 1. What were the instructions given to the commissioners who negotiated the treaty with the Choctaws of September 27, 1830, as to the inducements to be held out to those Indians to influence them to consent to a relinquishment of their lands in Mississippi?

Answer. No written instructions were given to those commissioners.

Query 2. What was the nature of the tenure by which they held those lands—whether the mere Indian title or otherwise?

Answer. The Indian title.

Query 3. Did they also, at and before the treaty of 1830, own their present country west of Arkansas, and how did they acquire it?

Answer. Said country was ceded to them by the United States, in the 2d article of the treaty of 1820, in part consideration for the cession made by them to the United States by the first article of that treaty of a portion of the country east of the Mississippi; the object of that cession to them in the west being, as stated in the preamble to the treaty, to provide them "with a country beyond the Mississippi River, where

all who live by hunting and will not work may be collected and settled together."

Query 4. Was it the policy of the government, at or about the date of said treaty, to concede to the Indians treated with the proceeds of the sale of the lands relinquished by them to the government, and in what cases, other than the Choctaws, were treaties made on that basis?

Answer. There was no settled policy at the time referred to. No treaties were made on that basis where annuities were granted for a term of years, and the Choctaw treaty was of that character.

By the treaty of 1831 with the Senecas of Sandusky, they were allowed the proceeds of the sale of the lands thereby ceded by them; deducting therefrom the cost of their survey, the minimum price of the public lands, a sum advanced them for their improvements, and the cost for erecting for them a saw and a grist mill and a blacksmith shop at their new home in the west; the United States stipulating to give them a country there in fee-simple, to defray the expense of their removal to it, of subsisting them for a year thereafter, and of maintaining the mills and blacksmith shop for such term as the President might think proper.

The treaties made the same year with the Senecas and Shawnees of Lewiston, the Shawnees of Wapaghkonetta, and the Ottawas, were of a precisely similar character, except that instead of a minimum price of the public lands, seventy cents per acre was to be deducted from the proceeds of the sale of their lands.

For the cession made by the Chicasaws in 1832 the United States agreed to pay them the entire proceeds of the sale of their lands, after deducting the cost and expenses of their survey and sale. These were the only treaties of their kind about the period named.

Query 5. What were the principal inducements held out to the Choctaws by the commissioners who negotiated the treaty of 1830 to influence them to relinquish their lands?

Answer. As properly the treaty is to be considered as containing the principal inducements which led the Choctaws to join in it, it is presumed that the committee desire to know what were the reasons and arguments made use of by the commissioners to influence the Choctaws to take that step. The only official information on this point in the possession of this office is contained in the journal of the commissioners, extracts from which, consisting of the material portions of their "talks" or speeches to the Choctaws, are hereto appended, marked A.*

Query 6. What evidence is there on file or within the knowledge of the department that the Choctaws were promised or led to expect by the commissioners that they should receive the full actual value of their lands if they would enter into the treaty?

Answer. No evidence that the Choctaws were to receive the proceeds of the sales of the lands ceded is within the knowledge of the department.

Query 7. Whether there is any report or statement from the commissioners, or either of them, to the effect that the 18th article of the treaty was inserted for the purpose of securing to the Choctaws the full actual value of their lands, in conformity with any promises or inducements made or held out to them to that effect?

Answer. No such report or statement is known to this office.

Query 8. Whether there was or has been any contemporaneous or subsequent construction given to the treaty by the Secretary of War or

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* The paper referred to and marked "A" is that marked R. P. E., No. 4, and omitted by above stipulation.

the commissioners, or either of them, as to the Choctaws being entitled to the proceeds of the sales of the lands relinquished thereby, and, if so, what was such construction?

Answer. This office is not aware of any such construction having been given by either of the parties mentioned. In a report of Hon. John C. Spencer, Secretary of War, to the Senate Committee on Indian Affairs, in relation to unsatisfied claims of individuals to reservations under the 14th article of the treaty, he stated that "as the 14th article guaranteed a reservation of so much from the quantity ceded as should be necessary to satisfy the claims arising under it, and stipulated that the land thus reserved should be applied accordingly, the government became a trustee of the land for that purpose. The sale of the land by the United States cannot vary the nature of the trust; on the contrary, it attaches to the proceeds of such sale, which in truth belong to the Choctaws who were or might become entitled to the land which has thus been converted into money. It is submitted, therefore, that the government has rightfully no other power or control over those proceeds than over other trust-funds, and that they ought not to be applied to any other purpose than the use and benefit of those to whom they belong." (Senate Document 188, 27th Congress, 2d session, p. 3.)

This decision had reference to individual claims, and Congress, in legislating upon the subject, had authorized the granting of other land or scrip in satisfaction of such claim.

Query 9. What evidence is there, if any, that the Choctaws expected the treaty of 1830 to secure to them the proceeds or full actual value of their lands?

Answer. There is no other evidence known to this office than their own statements, never made till after the expiration of their annuities under the treaty, that such was their understanding and expectation, based upon the promises of the commissioner and the phraseology of the 18th article of the treaty.

Query 10. What would be the probable or estimated amount or balance coming to the Choctaws by conceding to them, as an equitable rule or basis of settlement of all their claims and demands, whether national or individual, against the United States, the proceeds of the sale of their lands relinquished by the treaty of 1830 so far as sold, and the present graduated rates for the public lands for those remaining unsold, deducting therefrom the average cost of the survey and sale of the lands of the government, and all payments and expenditures that have been made under and in carrying out said treaty?

Answer. From a statement obtained from the General Land-Office, it appears that the amount realized for the lands thus far disposed of is	$6,576,483 87	
Deduct cost of surveying and selling the same, viz, 10 cents per acre (which the Land-Office states is the average cost of surveying and selling the government lands)	827,640 53	
		$5,748,843 34
The Land-Office reports 2,477,255.09 acres remaining unsold, which, at the present graduation price therefor, as given by said office, viz, 75 cents per acre, amounts to	1,857,941 31	

Deduct 10 cents per acre for surveying and selling the same, viz	247,725 50	
		1,610,215 81
Total		7,359,059 15
Aggregate of payments and expenditures under the treaty	2,162,538 97	
Reservations, and scrip in lieu of reservations, obtained by Choctaws under 14th article of the treaty, embracing 1,586,080 acres, at $1.25 per acre	1,982,600 00	
Reservations obtained under the 19th article, embracing 89,280 acres, at $1.25	111,600 00	
Reservations obtained under the 15th article, embracing 7,680 acres, at $1.25	9,600 00	
21,440 acres reserved for orphans, under 19th article, at $1.25	26,800 00	
Reservations secured under supplement to the treaty, embracing 75,760 acres, at $1.25 per acre	72,200 00	
		$4,365,338 97
Balance		$2,993,720 18

Query 11. The number of acres land relinquished by the Choctaws, by the treaty of 1830, and what is the aggregate of all the payments to them, and all the expenditures made for their benefit under the provisions of that treaty?

Answer. In various published statements heretofore, the aggregate number of acres embraced in the Choctaw cession under the treaty of 1830 is set down at 7,796,000, but in a statement or estimate obtained from the General Land-Office since the receipt of the call of the committee, the number given is 10,753,660.41.

The aggregate amount of the payments under the treaty is shown by the following statement, compiled from the records of this office:

Under the fifteenth article, three chiefs, twenty years	$15,000 00	
Speakers, secretaries, and captains	20,700 00	
Swords and clothes for captains	5,672 37	
		$41,372 37
Under the sixteenth article, removal and subsistence	$1,245,203 95	
Cattle	3,865 28	
		$1,249,069 23
Under the seventeenth article, annuity for twenty years		400,000 00
Under the nineteenth article, amount paid in money for relinquished lands		24,640 00
Under the twentieth article, education of forty boys, twenty years	267,260 73	
Buildings	10,000 00	
Three teachers	50,000 00	
Blacksmiths and millwrights	53,880 00	

Blankets, axes, wheels, looms, plows, hoes, wheels, and cards	27,097 89	
Rifles	37,500 00	
		443,738 62
Under the twenty-first article, Wayne's warriors		1,718 75
		2,162,538 97

Query 12. How much of said land would have been absorbed had all the Choctaws availed of the privilege granted to them by the treaty of remaining and taking reservations?

Answer. The only stipulation in the treaty granting in specific terms the privilege of "remaining and taking reservations" is that contained in the 14th article.

The records of this office show that 1,293 families, embracing 4,397 persons, remained within the ceded territory and presented claims for reservations under the 14th article, which were admitted and for which provision was made in land and scrip to the amount of 1,586,080 acres.

It also appears from the records that before the close of 1833, when the emigration ceased on the part of the government, 15,000 Choctaws were removed by the United States to the Choctaw country west of Arkansas. If these 15,000 had remained and secured reservations under the 14th article, such reservations, in the proportion of those granted to the 4,397, would have amounted to 5,410,780 acres.

There were also 292 families, numbering 860 persons, who remained in the ceded territory and prosecuted claims for reservations which for various reasons set forth in the reply to the fifteenth question have not been admitted.

If the land embraced in the claims, amounting to 324,320 acres, be added to the number of acres included in the admitted claims, and to the quantity estimated for the 15,000 who were emigrated by the government before the close of five years' limitation contained in the 14th article, the aggregate will be 7,321,180 acres, which is the nearest approximation that this office can furnish to an estimate of the land that would have been absorbed had all the Choctaws "remained and taken reservations."

Query 13. How many Choctaws did refuse to emigrate at the time of the general emigration of these people and remain east of the Mississippi after the year 1833?

Answer. The operations of the United States in removing the Choctaws ceased in November, 1833. This office has no means of ascertaining the number of Choctaws that remained in Mississippi at the close of that year. During the year 1838 the efforts to effect an emigration were partially resumed; 177 were removed before the 1st of November, 1838. Nothing more was done by the government until late in the year 1844, when emigration was again commenced and continued for several years in succession.

On the 22d of September, 1844, before the first party started in that year, the agents of the department reported the number of Choctaws then remaining east "at about 7,000." The muster-rolls show that 6,007 have been removed since the 1st of December, 1844, and 2,068 were reported by Agent Cooper as still remaining east in July, 1856.

In forming an estimate of the number of Choctaws east after the close of the first general emigration, the fact should not be overlooked that in July, 1845, the then Choctaw agent, Captain William Armstrong,

forwarded a list of 839 souls, represented to be a part of the "number who emigrated and subsisted at their own expense subsequent to the general emigration under the government in 1831–'2–'3."

Query 14. What number of Choctaws were residing in their country west of Arkansas at the date of the treaty of 1830; and what amount would place them on an equality with the eastern Choctaws under that treaty, taking into view all the amounts required to be paid or expended for or on account of the latter, according to said treaty, and including the reservations obtained by them, estimated at $1.25 per acre?

Answer. This office is not possessed of sufficient information to enable it to furnish the answer called for in this question.

Captain McClellan, the agent for the western Choctaws, states in a letter dated 28th September, 1828, that "there are from forty to fifty Choctaws settled on their lands on Red River." In the same letter he says: "At this time there are upwards of 1,000 Choctaws west of the Mississippi who are settled on Red River and scattered in small villages in the State of Louisiana; some of them are upward of 300 miles from their lands."

On the 12th of March, 1829, he repeats the same statement respecting the 1,000 Choctaws "west of the Mississippi," and adds that he has learned that 150 Choctaws had moved into their own country "to occupy the vacated tenements" then recently left by the whites moving out of Indian country. This information is not sufficiently precise to enable me to state with certainty the number of Choctaws "in their country west" at the date of the treaty of 1830, nor is there any evidence on file to show how far those who were in the country at that time participated in the annuities or other benefits provided by the treaty. It is therefore not in my power to state "what amount it would take to place them on an equality with the eastern Choctaws."

Query 15. The number of unsatisfied claims to reservations under the 14th article of said treaty, and the quantity of land it would require to satisfy them according to that instrument?

Answer. The entire number of claims on file which have not been allowed for reservations under the 14th article is 860, of which 292 are for heads of families claiming one section each, 291 claims of a half-section each for children over, and 277 claims for a quarter-section each for children under ten years of age at the date of the treaty, making an aggregate claimed of 324,320 acres.

Query 16. The reasons why said claimants failed to obtain or were not provided with reservations in accordance with the provisions of the treaty?

Answer. Without going into a detailed history of these claims it will perhaps be sufficient to reply to this question in general terms:

First. That the claims of 38 heads, 27 children over and 34 under ten, have never been adjudicated.

Second. That the claims of 191 heads, 226 children over and 195 under ten, were rejected because it did not appear that the claimants occupied their improvements during the full term of five years indicated in the treaty.

Third. That 31 claims, embracing 31 adults, 7 children over and 14 under ten, were rejected because it was not shown that the adults claiming were heads of families.

Fourth. That the claims of 13 heads, 11 children over and 12 under ten, were rejected for want of proof that the intention to remain in the ceded country was signified.

Fifth. That the claims of 5 heads, 8 children over and 3 under ten,

were rejected because the witnesses upon whom they relied were impeached.

Sixth. That the claims of 14 heads, 12 children over and 19 under ten, were rejected for various miscellaneous causes.

Query 17. The amount of scrip, funded and unfunded, allowed to Choctaws in lieu of reservations which they failed to obtain when the scrip was issued and paid to them, and what it generally sold for, and for what period or periods was interest allowed and paid on the funded scrip prior to the payment of the principal, under the act of July 21, 1852, to the parties entitled thereto?

Answer. The amount of scrip funded for the benefit of 14th-article claimants by the act of 3d March, 1845, was $872,000.

Of the unfunded scrip 1,155 pieces were issued in favor of heads of families, being for one half-section each; 1,470 pieces of a quarter-section each, for children over ten; and 1,219 pieces of eighty acres each; for children under ten at the date of the treaty, making an aggregate of 702,320 acres.

The following table shows when the scrip was issued and paid:

Names of agents and when they paid it.	Heads of families.	Children.	
		Over 10.	Under 10.
John J. McRea, from June, 1843, to March, 1845	95	120	125
Maj. William Armstrong, from February, 1845, to June, 1847	406	535	460
Col. S. M. Rutherford, from April, 1848, to June, 1849	229	286	169
Col. John Drennen, from August, 1849, to May, 1851	143	171	127
Col. John Drennen, by William Wilson, clerk, from May, 1850, to July, 1851	24	31	25
Col. J. H. Bowman, from August to November, 1851	253	335	309
Whole amount paid out	1,150	1,468	1,215
Eleven pieces of scrip returned by Colonel Bowman	5	2	4
Whole amount allowed and issued	1,155	1,470	1,219

There are no data in this office from which to ascertain with certainty the disposition made or the amount realized by the Choctaws for their scrip.

The best information in the power of this office to furnish in regard to the amount or rates realized by the Indians for their scrip is contained in the accompanying copy, marked B, of a memorandum prepared by Commissioner Medill, dated August 26, 1847.

According to a statement on the subject obtained from the Second Auditor, in whose office the accounts of the agent who made the payments are filed, interest on the funded scrip was paid as follows:

From April 1, 1845, to December 31, 1846	$7,587 50
From January 1, 1847, to June 30, 1848	32,455 40
From July 1, 1848, to June 30, 1850	63,393 13
From July 1, 1850, to June 30, 1852	67,964 31

Query 18. The number and extent of claims for reservations under the 19th article of the treaty; whole amount heretofore allowed in land or money, in satisfaction thereof; and the number and extent of said claims still unsatisfied?

Answer. The reservations under the 19th article are of three kinds:

1st. The several specific quantities granted to David Folsom, and to eight others, amounting in the aggregate to 20 sections.

2d. The various classes of reservations dependent upon the quantity of land the claimant had in actual cultivation.

3d. The provisions of a quarter section each, for the Choctaw orphans.

All of the 20 sections first named have been located except the two reserved for Jo-ho-ke-tubbee.

The next division embraces five sets of reserves, classified according to the number of acres which each head of a family had in cultivation; the treaty providing for the first class, restricted to 40, having 50 acres each in cultivation, 640 acres each; second class, restricted to 460, having 30 to 50 acres each in cultivation, 480 acres each; third class, restricted to 400, having 20 to 30 acres each in cultivation, 320 acres each; fourth class, restricted to 350, having 12 to 20 acres each in cultivation, 160 acres each; fifth class, restricted to 350, having 2 to 12 acres each in cultivation, 80 acres each. And any captain, the whole number not to exceed 90, receiving, under this classification, less than a section, was to be entitled to an additional half-section.

It was further provided that the reservations secured by the 19th article might be sold with the consent of the President, or that if the reservee preferred it, he might relinquish his land to the United States, and receive in commutation therefor 50 cents per acre.

The records of this office show that 748 persons became entitled under the cultivation classes to an aggregate of 148,960 acres.

Of these persons 288 relinquished the land to which they were entitled, amounting to 55,680 acres; 45 of these who thus relinquished, and who were entitled to 6,400 acres, do not appear to have received their respective shares of the commutation money. Four hundred and sixty persons, entitled to 93,280 acres, did not relinquish their lands.

Locations have been made for 362 of these reservees. For the remaining 98, who were entitled to an aggregate of 15,520 acres, no locations appear to have been made.

Of those cultivation claims, therefore, which have been allowed, the whole number remaining unsatisfied is 143, embracing an aggregate of 21,920 acres.

Twenty-one thousand four hundred and forty acres of valuable land were selected for the orphans of the Choctaw Nation, under the 19th article, a considerable portion of which has been sold and the proceeds paid over to them or their legal representatives. The residue is in process of being sold for their benefit.

Query 19. The estimated average value per family of the improvements made by the Choctaws on the lands which they obtained or were entitled to as reservations under the treaty?

Answer. This office is in possession of no information upon the subject.

Query 20. How much of the amount stipulated by the 15th article of the treaty for the pay of a principal chief has been appropriated and paid for that purpose?

Answer. No part of it. It is due to the office, however, to guard against any imputation of negligence in this matter, to state that no appropriation was ever asked for to fulfill this stipulation, because it was understood that the Choctaws had not thought proper to elect "an additional principal chief."

Query 21. Whether any, and, if so, how many, of the Choctaws who have emigrated from east of the Mississippi to the Choctaw country west, since the year 1831, at their own expense, have failed to receive an allowance for transportation or for the year's subsistence promised by the 16th article of the treaty, and what has been the usual commutation allowance in such cases?

Answer. This office has no certain information as the number of Choc-

taws who emigrated themselves subsequent to the year 1831. From statements transmitted by different agents, however, there appear to have been 960. The Choctaw delegation have filed rolls in this office prepared by commissioners appointed by the authorities of the nation to inquire into and ascertain such cases, which embrace 893 persons as having so emigrated.

There has been no fixed or uniform amount of allowance for commutation of removal and subsistence in such cases. In those of the Cherokees and Creeks, which are most nearly parallel to that of the Choctaws, the former were allowed by the treaty of 1835–'36 the sum of $53.33 per capita, and the Creeks, by decision or regulation adopted in regard to them by the department, $55.

Query 22. The number and extent of unsatisfied claims for cattle surrendered by the Choctaws under the 16th article of the treaty?

Answer. According to the records of this office there appear to have been 1,518 head of the different kinds of neat-cattle appraised by agents appointed for the purpose, at the aggregate value of $3,865.28. Some of these appear to have been paid for in money, and the others by other cattle delivered to their owners after their emigration to their country west of the Mississippi. There is no official information on file as to the number not so appraised and paid for.

The Choctaw delegation have presented and filed rolls prepared by commissioners appointed by the authority of the nation to ascertain and investigate such cases, according to which it is claimed that, on emigrating, the Choctaws were compelled to leave behind and entirely lose the following stock, which was never appraised or paid for, viz: 2,796 horses, valued at $95,974; 4,899 neat-cattle, $30,835; 10,981 hogs, $33,697.50=$64,532.50.

In the accompanying copy of a letter from the delegation, marked C, they explain why and how these rolls are prepared.

Query 23. Whether all the stipulations of the 20th article of the treaty have been fulfilled, particularly in regard to rifles; and, if not, to what extent, stating in case of a deficiency in the supply of rifles, the value thereof.

Answer. This office is not aware that any of the stipulations in the 20th article of the treaty remain unfulfilled, unless it be that in regard to rifles, according to which each warrior who emigrated was to be furnished with a rifle, molds, wipers, and ammunition. The 15,000 who emigrated prior to the close of 1833 were so furnished in the proportion of one to every five Indians. The 6,184 since removed by the government have not been supplied with any of said articles, for the reason that they were regarded as having elected to remain and become citizens of the States; that therefore the government, having made provisions for their land-claims under the 14th article of the treaty, was under no obligation to furnish them with either transportation, subsistence, or rifles, the expenditures for their removal being considered as gratuitous on the part of the United States.

Query 24. When the gratuity or annuity, during the pleasure of the President, of $2,000 to the Choctaws, under a law of 1801, was stopped, and by what authority; whether by direction of the President or Secretary of War, and whether the accounting officers in any adjustment of certain claims of the Choctaws for arrearages made in 1855 reported anything as remaining due and unpaid to the Choctaws under that head; and, if so, how much, and for what year?

Answer. The amount above referred to was stopped in 1839, by being omitted to be included in the estimates from this office. It does not

appear from the files or records of the office that there was any order or direction from the President or Secretary of War for its discontinuance, the act of the office in the case being sufficient and tantamount to that of the President. In a report of the Second Auditor of the Treasury, dated February 1, 1855, embracing the results of an examination or adjustment made by him of certain claims of the Choctaws for arrearages between 1816 and 1853, he included the above amount as remaining due and unpaid to them from 1840 to 1852, inclusive, amounting to $28,000, but this office in acting upon his report rejected the item.

Query 25. Same information in regard to the annuity of $400 paid to the Choctaws under an agreement between the Choctaw chiefs and the Secretary of War in 1804?

Answer. This amount was discontinued in 1835, in the same manner as the gratuity or annuity of $2,000, and without any order or direction of the President or Secretary of War, so far as shown by the records of this office. In said report of the Second Auditor he included this sum remaining due and unpaid to the Choctaws for the 19 years from 1835 to 1852, inclusive, amounting to $7,600, which amount as in the case referred to in the reply to the 24th query, was rejected by this office.

Query 26. When the $500,000 stipulated to the Choctaws by the 3d article of the convention of January, 1837, between them and the Chickasaws, was invested for them, in what stocks, their market value at the time; whether the whole of said principal sum still remains invested, and whether anything has been lost to the Choctaws by said principal sum not having originally been invested by the purchase of the stocks at their market value at the time, or by any changes since made in the original investment; and, if so, how much principal and interest?

Answer. Said amount was invested for the Choctaws by the transfer to them, on the 11th of February, 1841, of five hundred bonds of the State of Alabama, held for the Chickasaws, for $1,000 each, bearing an interest of 5 per cent. per annum, payable in New Orleans, and with interest due thereon from the 1st December, 1840.

This office has no information as to their market value at the time of their transfer to the Choctaws, but in a report from the Commissioner of Indian Affairs of October 28, 1840, in relation to making the investment in the above mode, he says "the Chickasaws have not the money, but they have the stocks, the transfer of which will be a fulfillment of of their engagement with the Choctaws. If this construction is not sustained, a sale of the Chickasaw stocks, according to a strict construction of the treaty provision, which looks to nothing less in words, the effect will be very serious on the Chickasaws (a loss and benefit neither contemplated), for, to raise $500,000 in cash by a sale of State stocks belonging to the Chickasaws would require now not much less probably than $750,000 of those stocks, which, or others, would be repurchased at a corresponding reduction."

A change was made in the investment in the month of June, 1851, the five hundred Alabama 5 per cent. bonds having been disposed of, and $450,000 Virginia 6 per cent. bonds purchased with the proceeds, which arrangement gives to the Choctaws $2,000 more interest annually.

It is proper to state that the said Alabama bonds having when purchased for the Chickasaws cost only $495,000, and that the Choctaws were, in the month of March, 1850, paid in cash the difference between that amount and their par value, viz, $5,000.

Very respectfully, your most obedient servant,

CHARLES E. MIX,
Acting Commissioner.

Hon. JACOB THOMPSON,
Secretary of the Interior.

[Indorsement.]

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS, *May 15th*, 1858.

Acting Commissioner reports, in answer to the letter of the Hon. Chairman of the Senate Committee on Indian Affairs, dated March 31, 1858, giving information respecting certain points mentioned in said letter relative to the case of the Choctaws. Rec'd 17 May, '58. Mr. Bailey.

No. 7.—R. B. E.

MEMORANDUM OF CLAIMS PRESENTED BY THE CHOCTAWS.

1. Losses on scrip, 700,080 acres, in all, paid to them at $1.25 per acre	$875,100	
For which the amount realized was	118,400	
		$756,700
2. Interest on aggregate realized by the gov't for 14th art. claims, $1,750,200, from Feb'y, 1836, to M'ch, 1845, 9 years	$787,590	
3. Interest on par value of scrip issued from March 3rd, 1845, till paid	149,815	
4. Interest on $872,000 still unpaid, being due under act M'ch 3rd, '45	150,989 70	
		1,088,394 70
5. 292 rejected claims, 324,320 ac.	405,400	
Interest for 22 years, Feb'y, '36, to Feb'y, '58	445,940	
		851,340
Whole am't 14th art. claims		$2,696,434 70
6. 19th art. claims, 338,240, at $1.25	$422,800	
23,200, " "	29,000	
		451,800
7. Pay of principal chief		10,000
8. 893 self emigrants, at $45 each		40,185
9. Rifles for 1,250 emigrants, at $13.50 each		16,875
10. Claim of western Choctaws		356,792
11. Difference between Alabama bonds & money		166,666 66
		$3,738,753 36

Notes to the foregoing memorandum.

1*st item.*—The aggregate amount of the scrip is stated by the Comm'r Ind. Aff'rs in a letter transmitted by the Sec'y of the Interior to the Hon. W. K. Sebastian, chairman, &c., in May last.

The estimate of the amount the Choctaws realized for the scrip is based on the statement of the Com'r Ind. Aff'rs in the letter above referred to, showing the only information as to rates of scrip sales that has reached his office. It can be relied upon as a pretty fair indication.

2*nd item*—Rests upon this ground. If the Choctaws were entitled *to anything at all* under the 14th article of the treaty of 1830, it was to a fee-simple conveyance of their reservations in Feb'y, 1836, when the term of five years' residence required by the treaty expired. The government has acknowledged that it took 1,400,160 acres of the land to which the Choctaws were thus entitled, for it issued scrip to pay for

half of that amount, and paid for the other half in money; but no payment of any sort was made until March, 1845. The Choctaws are certainly entitled to indemnity for the time they were kept out of their rights, between February, 1836, when they matured, and March, 1845, when the first payment was made. That indemnity is asked for in the shape of interest. A more proper demand would be for damages for eviction from house and home, which in nearly every case was proved point blank.

3rd item—Is for interest on the par value of the whole amount of *scrip* issued, computed from 3rd March, 1845, until the time it was actually paid over.

Congress on the 3rd March, 1845, admitted the propriety of paying interest on *one-half* of the scrip, by directing, of its own mere motion, without any application or suggestion from the Indians, that such interest should be paid "forever."

If the Indians were entitled to interest on *one half*, they are entitled to it on the other half.

4th Item—Is for interest still due and unpaid under the "funding act" of March 3rd, 1845, which interest was improperly withheld under a decision of the Indian Office that it did not begin to accrue until after the arrival of the Indian claimant west of the Mississippi. For further explanation see pages 12 & 13 of the pamphlet.

5th Item—Needs no explanation beyond the statements relating to rejected claims in the Indian Office letter before referred to, and the remarks on the same subject in pages 14 to 26 of the pamphlet.

The other items are also sufficiently explained in the pamphlet.

Memorandum of what net proceeds would give.

Aggregate number of acres ceded in 1830		10,753,660 41
Do. " " do. disposed of by U. S		8,276,405 32
Balance on hand not disposed of, acres		2,477,255 09
Proceeds of sales amount to		$6,576,483 87
Estimated expense of surveying, at 10 cents an acre		1,075,366 04
Net receipts amount to		$5,501,117 83
The Choctaws have realized in land	$2,202,800	
In money	2,162,538 97	
		4,365,338 97
The net proceeds would give		$1,135,778 86
The unsold lands amount to, acres	2,477,255.09	
Which at the graduated price of 75 cts. is	$1,857,941.31	
Lowest graduated rate, 12½ cts. is	309,656,88	
Thus the net proceeds alone would be		$1,135,778 86
and the 2,477,255 $\frac{9}{100}$ acres of unsold lands at the lowest graduated price, would be		309,656 88
		$1,445,435 74

[Indorsement.]

Memorandum of items composing Choctaw claim; also showing probable effect of an award of net proceeds. To be filed with S. Rep. Com. 374.

No. 8.—R. B. E.

MEMORANDUM.

The treaty of 1830 with the Choctaws permits each head of a family who is desirous to remain and become a citizen of the States to do so by signifying his intention to the agent within six months from the ratification of the treaty; and in the event of his so doing, grants him a reservation of 640 acres of land for himself, 320 for each unmarried child living with him over ten years of age, and 160 for each child under that age, giving them a title in fee-simple if they shall reside on said lands five continuous years, so intending to become citizens.

It being alleged that many persons who were desirous of availing themselves of this privilege were prevented, by various causes, from doing so, an act was passed by Congress in March, 1837, for the appointment of commissioners to ascertain the names and numbers of those who had complied, or *offered to comply*, with the requisites necessary to entitle them to reservations, that the same might be reported to Congress.

Another act was passed in August, 1842, greatly enlarging the rights of the Indians, dispensing with the necessity of reporting to Congress, and rendering the determinations of the commission final when approved by the Secretary of War. Where the lands had been encumbered so that the Indian could not be located on his own improvements, he was to receive a certificate authorizing him to locate a similar quantity upon any of the lands subject to private entry in the Southwestern States, which certificates are known by the name of *scrip*, one half of which was not to be delivered under any circumstances until the Indians had removed to the West, and leaving the place of payment of the other half discretionary with the Secretary of War. The half in relation to which no discretion was given was afterwards, by act of March, 1845, directed to be funded, and an interest of 5 per c't thereon paid to the Indian instead.

The procuring the passage of these acts and the management of the cases before the commissioners are laid as the foundation of a claim which certain persons set up to one full half of the whole allowance made to the Indians, whether the same may be in land or scrip for the heads of family or children. This claim has been a matter of much speculation, in which shares and interest have been bought and sold something after the manner of the *Morus multicaulis* & copper mine investments, and has placed the Indians under the influence of a few persons, who have, to some extent, controlled their destiny as well as the action of the government. Interests are said to have been disposed of to at least two persons for $50,000 each, to another for $25,000, and to a fourth for $20,000. Heretofore they relied on their influence and other circumstances to obtain this scrip from the Indians without making their interests particularly known to the department, but competition and other causes have induced them to ask the recognition of these claims and the co-operation of the government in their payment.

Many of the Indians were, no doubt, under just obligations for legal services, and even pecuniary assistance while engaged in the establishment of their claims before the commissioners, and many have received benefit from the exertions of persons before Congress. If the claims now set up against the Indians were limited to a fair and reasonable compensation for these services, it is not believed that any difficulty would have arisen on the subject. Choosing to rely solely on their *contracts* the

creditors, though asking the aid of the department as aforesaid, have never exhibited any account or bill of items for which remuneration is demanded.

It may be that upon a fair statement of the account that a reasonable consideration for these services and outlays has already been paid. Reservations have been granted for 76,800 acres of land, all of which, it is represented, has been conveyed to these claimants with the understanding that they dispose of the same and retain one-half of the proceeds. In addition to this, scrip has been awarded for 696,640 acres, of which 238,320 acres, in pieces representing the quantities due each individual, having already been delivered to the Indians. This has also, it is asserted, as will be seen by the accompanying papers, passed into the hands of these claimants, or to the contractors to be divided with them, for a very small consideration where it was found necessary to give anything.

The scrip thus delivered and one-half of the lands aforesaid would amount, at $1.25 per acre, to $345,900; and even admitting that 31¼ cents per acre were paid in half the instances, which is an overestimate, the Indians have paid the sum of $308,662.50. From this it would seem that they have been pretty liberal in the payment of fees.

The agents or attorneys may probably insist that they should not be charged with what went into the hands of the contractors; but as that was the result of their own agreement I do not see why they should not be required to bear the cost of collecting their own dues as well as the Indians. What was realized by the contractors is only the amount which the agents themselves agreed to pay for the collection and the security of the balance.

As represented to the department, therefore, it will be seen that the Indians have already paid over to the attorneys, in land and scrip, the sum of $308,662.50. The scrip may not be worth the $1.25 per acre, but many of the locations, transferred as aforesaid, are worth as much per acre over that sum as will probably equal the difference. At all events I can see but little grounds for an appeal to the justice of the department as the matter now stands.

A copy of the contract between Mr. Saffarans and Col. Johnson, hereto attached, is only given as a *sample* of the understanding which is alleged and believed to have existed between the gentleman first named and all the other attorneys or claimants.

An offer to remove the Indians in the usual way by the officers of the government and the withholding of the scrip until they shall have arrived in the west is the only plan that is likely to be successful, and at the same time is least liable of all others to be attended and borne down by fraud, corruption, and extortion.

W. M.

OFFICE INDIAN AFFAIRS, *August* 26, 1847.

NOTE.—Since this memorandum was prepared reports have been received, officially, showing that the am't paid the attorneys has been $401,872.50, as will appear from the following table based on said reports.

MEMORANDA IN RELATION TO THE CHOCTAW SCRIP, SHOWING THE QUANTITY DELIVERED TO THE INDIANS, BY WHOM, AND THE CONSIDERATION FOR WHICH THE SAME HAS BEEN TRANSFERRED.

Delivered by Major Armstroug.

Pieces.	½ sections.	¼ sections.	⅛ sections.	Aggregate in sections.	Acres.	Consideration *per sec.* other than services.	Whole amount received by Indians other than in services.	Value of the scrip at $1.25 per acre. Land Office prices.	Amount paid by the Indians for services, estimating scrip at $1.25 per acre.	
						$. cts.	$. cts.	$. cts.	$. cts.	
630	213	227	190	187	119, 680	.....	.....	149, 600 00	149, 600 00	
265	78	95	92	74¼	47, 520	50 00	3, 712 50	59, 400 00	55, 687 50	
133	33	50	50	35¼	22, 560	200 00	7, 050 00	28, 200 00	21, 150 00	
284	73	122	89	78⅜	50, 000	200 00	15, 625 00	62, 500 00	46, 875 00	
80	6	40	34	17¼	11, 040	400 00	6, 900 00	13, 800 00	6, 900 00	
9	3	1	5	2⅜	1, 520	480 00	1, 140 00	1, 900 00	760 00	
1, 401	406	535	460	394¼	252, 320	87 32. 4	34, 427 50	315, 400 00	280, 972 50	Per acre, 13 c. 6 mills.

Delivered by Special Ayent McRae.

340	95	120	125	93⅛	59, 600	.....	.....	74, 500 00	74, 500 00	
1, 741	501	655	585	487⅜	311, 920	70 63. 8	34, 427 50	389, 900 00	355, 472 50	Per acre, 11 cts.

Remaining in the hands of superintendent, as shown by his report of September 10, 1847.

2, 072	646	801	625	601⅜	384, 880	.....	.....	481, 100 00	.....	

Patents issued and delivered.

	74, 240	Half transf'd for services.	46, 400 00	
Amount paid for services, estimating the lands at $1.25 per acre			$401, 872 50	

JULY 24, 1847.

SIR: I enclose a memorandum of the points which I shall make, with others, if I deem it necessary, for your use until Monday; by that time I will prepare a paper upon this subject, amplifying the above points, and perhaps making others, for the consideration of the department. In the meantime you may make such use of the enclosed as you think proper.

Very respectfully,

H. L. MARTIN.

Hon. W. MEDILL,
Comm'r Indian Affairs.

[Enclosure.]

Mr. Martin asks for preference over Mr. Harris or any one else in the management of the future emigration of the Choctaws as a matter of *justice* as well as of expediency. On the score of expediency, because his position, his knowledge of the Indians, their character, prejudices and feelings, his long and familiar acquaintance with them would enable him, with the co-operation of his father-in-law, Col. Johnston, to wield an influence over them in favor of emigration possessed by no one else, and without which the policy of the government cannot be effectually carried out, and because the policy of the government and his interests are not only identified, but the salvation of the morals and integrity of the Indians are in a great measure dependent upon the course which the department may adopt in reference to their emigration.

On the score of *justice*, because speculation in scrip at the expense alike of the Indians and their agents and attorneys is the *leading*, if not the only, inducement which they have to continue in that service; for it is well known to every one at all familiar with the business that but little, if anything, can be made by emigrating Indians at 26\frac{72}{100}$ per head. While their course, since the contract went in the name of Harris, has been such as to demoralize and cheat the Indians and rob their agents and attorneys of their just rights, it is a fact that out of 80 to 90,000 acres of scrip paid over to the Six Towns (whose business in the prosecution of their claims against the government Col. Johnson and myself have managed and done), not a single piece did we obtain for such services, the purchase of that amount being monopolized by Col. Saffarans, who claimed to and did, so far as I could discover, control most absolutely the movements of every one at all connected with or employed by the contractors in that service at thirty-one cents per acre.

It is the *position*, the power that the control over the Indians during their move, and in giving direction to their movements to suit their own purposes, that they seek. It is but proper that I should state, in this connection, that all the repudiating materials, that is, all of that class of unprincipled white men in the country who could either speak a little Choctaw or obtain an interpreter, who interfered at all in the business of emigration, were either brought into the business by Saffarans & Harris or formed an alliance with them after they were in the field; at all events, the contractors not only had their aid in favor of emigration, but their valuable services in preaching repudiation to the Indians and in aiding Saffarans & Co. to obtain their scrip, and with whom the spoils to a limited [extent] were shared.

This agreement, made and executed this 3rd day of March, A.D. 1847, by and between Daniel Saffarans, of the first part, and John Johnston, sr., by his attorney, Henry L. Martin, of the second part, that the parties hereunto stipulate with each other as follows, to wit:

The said Saffarans undertakes to use all means in his power, immediately, to obtain from the War Department an order authorizing and directing Wm. Armstrong, in the disbursement of the scrip now in his hands, to regard the contracts and engagements existing between the Indian to whom said scrip is payable and the agents and attorneys who prosecuted the claims of such Indians, and upon being satisfied of such engagements, or that the services were performed in good faith, to protect the rights and interests of such agents or attorney for his said services in the prosecution of said claims to their successful adjudication. In consideration of which, and other things hereinafter stipulated, and

to facilitate the same by bringing the aid and influence of Wm Armstrong to bear in its favor, the said second party agrees at once to dismiss a bill, as to said Armstrong, lately filed in the superior court of chancery of the State of Mississippi, enjoining the said Armstrong from the payment of said scrip, and to allow said Saffarans forty sections of scrip as hereinafter set forth.

It is further stipulated that each party hereto proceed at once with the getting up and emigration of the said Six Town Indians with the least practicable delay, the profits resulting from the emigration of such Indians as the said Johnston and Martin and their assistants may get up to emigrate to be divided equally with said Martin, and the said Saffarans to pay all the expense for getting up and preparing them for the move, of such Six Towns as he and his associates may get up and emigrate; and the scrip of each party as said Saffarans and his associate may get up and emigrate to be divided equally between said Saffarans and Johnston, until the former shall have received the forty sections stipulated above, the said Johnston paying one-half of the money if any has to be paid for said scrip.

Said Saffarans undertakes to use his influence and to prevent, if possible, the payment of the scrip due Indians of the Six Town clan now in the west until the order aforesaid is obtained; in consideration of which he is to have, when obtained, one-fourth of the scrip due such Indians as are now in the west, and in procuring said scrip, should it have to be paid for, the said Johnston pay his proportion of the purchase money. It is further stipulated that in all things the parties hereto co-operate and harmonize their action so as most effectively to fence out strangers and all others, and to secure all the scrip under the order aforesaid without the payment to the Indians of any money if practicable, said Saffarans receiving the forty sections as aforesaid and Johnston the balance. It is further stipulated that in the event such order as is above described cannot be obtained that the parties hereto will co-operate, and the said first party undertakes to keep off all intruders and fence in the scrip on the basis of this agreement. The said Saffarans further binds himself to go on with the emigration, and after he shall have received his forty sections, as aforesaid, to get and emigrate other Six Towns, should there be any still in the country, and for the contract for emigration to defray the expense of getting them up, and the scrip of such when received to be handed over to Johnston, should it get into the hands of said Saffarans and his associates.

Witness our hands and seals the date above written.

DANIEL SAFFARANS. [SEAL.]
JOHN JOHNSTON, SR. [SEAL.]
By his attorney, HENRY L. MARTIN.

Duplicate signed.
Test:
SHEPHERD BROWN.

VICKSBURGH, MISSISSIPPI, *March* 10, 1846.

SIR: After spending the greater part of the last five months in Mississippi, and in that time endeavoring to acquaint myself with the affairs of the Choctaw claimants, I have become satisfied that the whole of the scrip issued in their favor should be paid in the country west of Arkansas. This course is absolutely necessary for the protection of the claimants. While in Mississippi & during their emigration they are not free agents. Those who have prosecuted their claims have acquired a con-

trolling influence over the leaders, who in their turn rule the common Indians. These are made to believe it essential to their interests that the scrip, so soon as it reaches their hands, should be assigned to their attorneys or agents. A degree of feeling is excited among them which the reluctant and refractory few find it almost impossible to resist, and which can scarcely be conceived by those who have not witnessed its effects. You will remember that my duty in this matter is limited to *to* the simple delivery of the certificates to the proper claimants. In discharging this duty I have carefully explained in each instance the nature and value of the scrip and the rights of the claimant. If the Indian, after a full statement of the consequences, chooses to insist on transferring, whatever I may think of the influences under which he acts, I can neither prevent him from so doing nor refuse to state for the information of the land office the fact that *he has* transferred "voluntarily and in good faith." The extent of this influence may be inferred from the fact that of nearly four hundred certificates recently delivered to claimants all but *two* were turned over to the agents as soon as received. At one of the payments a large amount of specie was exposed in a separate room by persons desirous of purchasing. But the Indians would not even look at it. Even those who wished to sell, and had previously declared their intention to do so, when the time came resisted every inducement. Now, if this proceeded from a feeling of moral obligation it would be highly commendable, and I would by no means interpose *interpose* any obstacle to prevent the claimants from paying all or even more than all that may be justly due their agents if they acted advisedly and understandingly. But they do not. Notwithstanding the efforts made to place this matter before them in its true light, I have no doubt a large number think the assigned scrip still belongs to them and will ultimately be returned to them. The loss of the scrip in itself is not of so much consequence. But unfortunately the matter does not stop there; when the imposition is detected the losers will be sure to hold the chiefs responsible. Difficulties will arise, blood will be shed, and the government will be called upon to heal the wound.

In the West the Indian breathes a different atmosphere. He is on his own soil, among his own people, with whom he can readily and freely communicate. Here he can only be approached by the agents and their subordinates. On all others, even the officers of the government, he is taught to look with suspicion. In the West all his associations are with those who understand and can fully explain his rights. There, and there only, he can feel at full liberty to exercise his own discretion in the disposition of his property. Moreover, it is difficult to ascertain correctly, during an emigration, the proper heirs and representatives of decedents, especially when the emigrants compose a part only of a particular band. In such cases more distant relations are apt to press their claims to the exclusion of the true heir that may happen to be absent. When the leading men choose to connive at imposition of this kind, detection on my part is of course impossible. In the West doubtful cases could be submitted to the Choctaw courts, and generally there would be much greater security against fraudulent personation and other malpractices likely to occur when payments are made during the progress of an emigration.

The course I have recommended will be strenuously opposed, but I hope the source from which the objections come will be well considered. For my own part, I have no other interest to serve than that of the government and of the Indians. I am satisfied no dispassionate and impartial observer can fail to perceive that the present management ought to

be changed; and I trust the facts presented will induce the department to make the alteration at once if within its power to do so; if not, to ask the immediate intervention of Congress.

Very respectfully, your obed't serv't,

WM. ARMSTRONG,
Act'g Supt., &c., &c.

W. MEDILL, Esqr.,
Comm'r Ina'n Affairs.

WAR DEPARTMENT, *Washington, April* 15, 1846.

WILLIAH ARMSTRONG, Esq.,
Superintendent, &c.:

SIR: I have duly considered your letter of the 10th ultimo, to the Commissioner of Indian Affairs, and carefully examined the law in relation to the delivery of the Choctaw scrip. I am convinced that the act of Congress authorizes the withholding of the whole of it until the Indians reach their country west of Arkansas, if there should be good reasons for doing so. I am convinced by the views you present that this course would be best for the Indians entitled to receive scrip. You are therefore directed to defer the further delivery of it until they reach their new homes in the West. The object of directing the delivery of one-half of the scrip when the Indians had started on their journey of emigration, or when you were satisfied that they intended to emigrate, was to facilitate their removal. I infer from your letter that this cou'se has not and is not likely to further the policy of the government in regard to their emigration. Should you become convinced that the above-directed change in relation to the delivery of the scrip will operate imjuriously upon that policy, and prevent their removal to any considerable extent, you may still act under the instructions heretofore given from this department.

I am, with great respect, your obed't serv't,

W. L. MARCY.

T. S. & J. J. W.—No. 2.

OFFICE OF SECRETARY OF THE UNITED STATES SENATE,
Washington, June 21, 1881.

I, Rees B. Edmondson, do hereby certify that I am file clerk in the office of the Secretary of the United States Senate, and as such clerk have the exclusive care and custody of the original papers and files of said office; and I do further certify that the printed copy of the report No. 374, with the indorsement thereon, hereto attached, is a true and correct copy of the said report, the original manuscript whereof is in my custody and possession; and that it appears from the original indorsement thereon that the same was filed in the office of the Secretary of the Senate on the 15th day of February, 1859.

In testimony whereof I have hereunto set my hand and affixed the official seal of the United States Senate this 21st day of June, A. D. 1881.

[SEAL.]

REES B. EDMONDSON,
File Clerk, United States Senate.

[Senate Rep. Com. No. 374. 35th Congress, 2d session.]

IN THE SENATE OF THE UNITED STATES.

FEBRUARY 15, 1859.—Ordered to be printed.

Mr. SEBASTIAN submitted the following report:

The Committee on Indian Affairs, having had under consideration the memorial of Peter P. Pitchlynn and others, Choctaw delegates, referred to them on the 18th of March, 1856, submit the following report:

The treaty of June 22, 1855, between the United States and the Choctaws and Chickasaws presents certain questions for adjudication to the Senate in the following terms:

ARTICLE XI. The Government of the United States not being prepared to assent to the claim set up under the treaty of September 27, 1830, and so earnestly contended for by the Choctaws as a rule of settlement, but justly appreciating the sacrifices, faithful services, and general good conduct of the Choctaw people, and being desirous that their rights and claims against the United States shall receive a just, fair, and liberal consideration, it is therefore stipulated that the following questions be submitted for adjudication to the Senate of the United States:

"First. Whether the Choctaws are entitled to, or shall be allowed, the proceeds of the sale of the lands ceded by them to the United States by the treaty of September 27, 1830, deducting therefrom the costs of their survey and sale, and all just and proper expenditures and payments under the provisions of said treaty; and, if so, what price per acre shall be allowed to the Choctaws for the lands remaining unsold, in order that a final settlement with them may be promptly effected; or

"Second. Whether the Choctaws shall be allowed a gross sum in further and full satisfaction of all their claims, national and individual, against the United States; and, if so, how much?"

ARTICLE XII. "In case the Senate shall award to the Choctaws the net proceeds of the lands ceded as aforesaid, the same shall be received by them in full satisfaction of all their claims against the United States, whether national or individual, arising under any former treaty; and the Choctaws shall thereupon become liable and bound to pay all such individual claims as may be judged by the proper authorities of the tribe to be equitable and just; the settlement and payment to be made with the advice and under the direction of the United States agent for the tribe; and so much of the fund awarded by the Senate to the Choctaws as the proper authorities thereof shall ascertain and determine to be necessary for the payment of the just liabilities of the tribe shall, on their requisition, be paid over to them by the United States. But should the Senate allow a gross sum in further and full satisfaction of all their claims, whether national or individual, against the United States, the same shall be accepted by the Choctaws, and they shall thereupon become liable for and bound to pay all the individual claims as aforesaid; it being expressly understood that the adjudication and decision of the Senate shall be final."

The peculiar language of the treaty of 1855 shows that the first question which it devolves upon the Senate to decide is, in reality, a double one. The inquiry is not only whether the Choctaws are "*entitled*" to the net proceeds of the lands ceded by them in 1830, but also whether, though not legally so *entitled*, they shall still "*be allowed*" them.

Their claims, the determination whereof is thus submitted to the Senate, are to receive not only a just and fair but a *liberal* consideration. This is expressly stipulated by the treaty; and this is eminently due to the many sacrifices of the Choctaws, both in war and peace; to their faithful services never withheld and always cheerfully rendered in arms, and to their exemplary and uniform good conduct and peaceful demeanor since the earliest settlement of the white race in the fertile and valuable country formerly occupied by them.

In order satisfactorily to perform the duty devolved upon it by the reference of this subject, the committee propose, first, to present in this report a condensed statement of the principal facts and positions stated and assumed by the Choctaws in relation to the two propositions referred to the Senate, and then to give the conclusions at which the committee has arrived.

In support of their claim to the net proceeds, the Choctaws rely upon the stipulation in article 4 of the treaty of 1820, that the boundaries then established should "remain without alteration" until the period when the Choctaws should become so civilized and enlightened as to be made citizens of the United States, and Congress should "lay off a limited parcel of land for the benefit of each family or individual in the nation."—7 *Statutes at Large*, 211.

This stipulation, they say, was intended to carry out the assurances given them by the commissioners who negotiated that treaty, to the effect that the lines then to be established should be *permanent;* that the white people should never seek to obtain any more of their land; and that those lines should never be altered until they should themselves request it, or until they were advanced to such a state of civilization, "when *the land* will be *apportioned* out to each family or individual in the nation."

This language, they insist, meant that the residue of their lands not then ceded should be theirs in fee or perpetuity, to remain the common property of the nation until, at the proper time, there should be a *partition*, and the whole of it should be divided among themselves.

And they claim that, as this understanding was not fully carried out by the letter of the treaty of 1820, or at least as there was ground for misunderstanding in the language of that treaty (though the words "a limited parcel" evidently applied to the separate share of each *family* or *individual* of *the whole* of the land, and did not mean that only a limited parcel, or part only, of the whole should be divided among *all*), the treaty of 1825 provided that the 4th article of that of 1820 should be so modified that Congress should exercise the power "of apportioning *the lands* for the benefit of each family or individual of the Choctaw Nation only with their consent."—7 *Stat. at Large.* 236.

They claim that the legal meaning of these two articles, taken together, was, that the boundary should remain unaltered until they should be fit to become, and should choose to become, citizens of the United States, when *the whole* of their lands should be partitioned and divided among them.

And they claim that, by the application of ordinary legal principles, as they were to hold in fee *after* the partition, and as the partition of lands held in common gives no *new* title but the party is in possession of the *original* title, the treaty of 1820, as modified by that of 1825, gave the nation the fee to all the lands not thereby ceded.

This conclusion is, in the opinion of the committee, correct in point of law; and so, they are advised, it has been decided by the Attorney-General in a parallel case.

They claim that, this being so, the treaty of 1830 would evidently have been unjust if it had not intended to give them the net proceeds of those lands, and if its true construction is that the United States meant thereby to take a part of the same to their own use without making them any compensation whatever for that part.

For, they say, they obtained, by way of consideration, no new or larger title than they before had, under the treaty of 1820, to the lands now held by them west of the Mississippi, inasmuch as by that treaty they had to those lands the right of perpetual occupancy and exclusive usufruct, without power of alienation or disposition, but with reversion to the United States on extinction of them or abandonment thereof by them; and that although the treaty of 1830 *purported* to give them a fee-simple and provided for a patent, yet the title continued to be essentially and precisely only such right of perpetual occupancy and usufruct as it was before, the power of alienation being an indispensable part of title in fee-simple. In this also, as matter of law, the Choctaws are entirely correct.

To show that they understood, when making the treaty of 1830, that they were to receive all that should be realized from the sale of their lands, they refer to the journals kept by the commissioners who negotiated the treaty, and to their assurances that the United States desired only to extinguish their *jurisdiction* over the country held by them, and did not wish to make any profit from their lands; and in desiring them to emigrate west were only actuated by motives of kindness towards them and a wish to place them beyond the reach of state laws and out of the jurisdiction of the whites.

The United States thus earnestly pressed the Choctaws to dispose of their country, in order to quiet the great discontent of the State of Mississippi at the continuance of an organized Indian community within her limits, not responsible to her laws. The idea of abandoning their homes was very repugnant to the Choctaws, who had been from time immemorial a settled, semi-civilized, and agricultural people, attached to their homes and their household gods. And as, they say, all that the United States could justly require them to do, with a due regard to the guaranties of the treaties of 1820 and 1825, was to consent to let the whole of their lands be partitioned among them in severalty, their assent could only be obtained by securing to all who chose to remain specific portions of such lands in fee-simple, and by leaving every one free to remove or remain, as he might prefer.

In justice, the portion so allotted to each should have been equal to his full share and just proportion of all the lands; and perhaps it would have been very nearly so, if the share finally fixed on *had* been given to each family or individual of the tribe, including as well those then west as those then east of the Mississippi. Even then it would not have been a *full* share.

While this provision, embodied in the 14th article of the treaty, approximately at least, secured to all who determined to remain that equal share and proportion of the common lands guarantied by the treaties of 1820 and 1825, those who concluded to emigrate could not, the Choctaws conceived, justly be deprived of *their* right to an equal portion and share of the common lands, or compensation in lieu thereof, and this is self-evident. The various stipulations in *their* favor were made exclusively to compensate them for the loss of their homes and improvements, and other losses consequent upon a change of residence; more than half the expenditures under the treaty for *their* benefit being

for expenses for their removal and the cost of one year's subsistence in their new homes.

Whatever remained of the proceeds of their lands after discharging the specific obligations created by the treaty justly belonged, the Choctaws insist, to those who had removed west prior to the treaty, still retaining their original interest in the common lands, and to those who were to remove after the making of the treaty, for whose benefit, they insist, the 18th article of the treaty was specially inserted.

That article provides that "the United States shall cause the lands hereby ceded to be surveyed, and surveyors may enter the Choctaw country for that purpose, conducting themselves properly, and disturbing or interrupting none of the Choctaw people. But no person is to be permitted to settle within the nation or the lands to be sold before the Choctaws shall remove. And for the payment of the several amounts secured in this treaty the lands hereby ceded are to remain a fund pledged to that purpose until the debt shall be provided for and arranged. And further, it is agreed that in the construction of this treaty, wherever well founded doubt shall arise, it shall be construed most favorably towards the Choctaws.—7 *Stat. at Large*, 336.

This article, the Choctaws contend, ought to be considered as intending to declare that the proceeds of the ceded lands not reserved should be regarded as held in trust by the United States for their exclusive benefit; and that, upon no other construction can it be deemed intelligible. They ask why, if the cession were for the sole benefit of the United States, the stipulation for a survey was inserted? They ask why the provision pledging the lands ceded as a fund to secure the payment of the amounts stipulated by the treaty? They say that it could not have been intended to create a lien on the lands, because the power of disposition by the United States was neither denied, suspended, nor subject to any condition or limitation. They urge that the cession of the lands remaining after the reservation allowed being made for the purpose of paying certain specified sums and amounts, and the proceeds being pledged for that purpose, and there being no provision as to disposition to be made of the surplus, it belongs to *them* by way of a resulting trust, because the lands were absolutely theirs in fee; and that it is the same case as where an individual conveys property to another to pay certain specified debts, without provision as to the surplus remaining after they are fully paid; in which case it is the ordinary rule of equity that the remaining undisposed of property or the surplus of proceeds belongs to the original owner by way of a resulting trust.

They urge that this construction is greatly strengthened by the declarations of the commissioners who made the treaty, and also by the provision that whenever, in the construction thereof, any well-founded doubt should arise it should be construed in favor of themselves. And they also think that the fact that, at nearly the same time, the United States did, by treaty, give the Chickasaws, their neighbors and kinsmen speaking the same language with themselves, inhabitants of the same section of country, and no more deserving of favor and liberal dealing than they, the net proceeds of *their* lands, is not without its weight in the solution of this question.

The committee have felt that there is much force in these arguments. They have felt the force of the suggestion made by the delegates of this brave, deserving, and interesting people, that this was a purchase by a guardian of the property of his ward; that the Indian tribes are always minors under our protection; that we cannot justly disown even an im-

plied trust created in their favor in order to enrich ourselves; that to give them the net proceeds of their lands is, after all, but to give them what is their own, by which we should *lose* nothing and *suffer* nothing; that the implied promise of the nation should be sacred and inviolate; and that all just and fair expectations created by the acts of our agents, and which were the inducement to the making of the treaty, ought to be satisfied to the utmost.

But, upon the question whether the Choctaws are, upon the face of the treaty, *entitled* to the net proceeds of their lands, the committee still cannot find in the treaty itself sufficient warrant so to hold. The argument and the facts satisfy them that it *ought* to have been so, but not that it *is* so. Such is not, in their opinion, the legal construction of the treaty, though the equity of such a construction cannot be altogether denied; and to go behind the treaty itself and to seek for its true interpretation, contrary to its letter and legal effect, in the declarations of the commissioners, not inserted in the instrument itself, would be to establish what would certainly prove to be a very mischievous and dangerous precedent, and unsettle many treaties.

It is, therefore, the opinion of the committee that the judgment of the Senate, on the first branch of the first question, should be that the Choctaws are not entitled in law and in strict right to the net proceeds of the lands ceded by the treaty of 1830.

Passing now to the second question, whether the Choctaws shall be allowed a gross sum, and if so, how much, we find on examination that the most considerable among the items presented by the Choctaws, as properly constituting such gross sum, have their origin in the 14th article of the treaty of 1830.

If the intention of the treaty had been to extinguish the Indian title, by procuring from the tribe a cession of all its lands east of the Mississippi, and inducing all the Choctaws to remove to the west side of that river, then evidently the 14th article would have been wholly inconsistent with that general intention.

For, by that article, *every* head of a family in the tribe had the absolute right to remain and become a citizen of the United States, and retain for himself or herself, and for each of his or her children, a very large share, in the aggregate, of the common lands, "by signifying his intention" to remain and become a citizen "to the agent within six months from the ratification of the treaty." There was no other condition precedent; and if the persons so remaining resided on their lands, intending to become citizens of the States, for five years after such ratification, then they were to receive grants in fee-simple..

The explanation of this apparent self-contradiction is obvious, as the commissioners had assured the Indians that the object of the United States was not to force them to go west nor to obtain any part of their lands. They desired only to effect the extinction of their *jurisdiction*, by parcelling out those lands in severalty among them, giving them fee-simple titles, making them citizens, and thus annulling *their* laws, and extending over their country the laws of the States in which the lands lie. If the *whole* of their lands were thus apportioned among them, they so becoming individual citizens of Mississippi, holding in fee-simple, that object was fully attained, the "Indian title" was completely extinguished, the Indian jurisdiction abolished, the Choctaw nationality east of the Mississippi annihilated, and the laws of Mississippi enabled to operate over every foot of those lands, then become taxable by her, without impediment or obstruction.

Accordingly, the 14th article affirmed the right of every Choctaw

head of a family in the tribe to remain and become a citizen of the United States. They had but "to signify their intention" to do so to the agent within six months. The *mode* of such notification was not prescribed; of course no special, technical form of giving it was required. When it was given, each such head of a family became entitled to a reservation of 640 acres of land for himself, 320 for each unmarried child over ten years of age, and 160 for each under ten living with him or her.

Every one that so remained, though in law and fact a joint owner of *all* the lands east and west of the Mississippi, lost thereby all interest in the lands west, unless he or she afterwards removed west, and received no part whatever of the *price* of the unreserved lands east; and even if he or she afterwards removed, no part of the national annuities. If one so remaining got no *reservation*, he got *nothing at all* for his interest in the lands.

Such being the case, as *every* one had the right to remain, and as those remaining received no compensation for their interest in the lands, if by any means they failed in securing reservations, it followed that the United States could not attempt to force them to remove, *so as to confiscate to their own use the reservations by such removal forfeited;* they could not interpose any difficulties in the way of their notifying their intention to remain, nor prescribe any onerous mode of doing so, nor require any particular formality unlikely to be easily complied with; and most certainly could not endeavor, by any law or executive regulation, to add to or alter those provisions of the treaty made for their benefit.

For it must be admitted, as the Choctaws urge, that as the United States, having by the treaty taken the possible chance that *all* might remain and claim reservations, were to be profited by the value of every reservation of which the Choctaws could be deprived, they could not use any unfair means, as by imposing unauthorized conditions, or even by failing to protect the reservees against violence on the part of individuals, and overzeal on the part of agents of the government to effect their removal, and the consequent loss of their reservations, any more than they can be astute in discovering devices by which to avoid securing reservations to those who did really remain.

If *all* the Choctaws had taken reservations and remained there would have been no expenditures for removal, subsistence, annuities, &c.; and the quantity of land included in all the reservations would have been, from all that can be learned of the number of the Choctaws at the time, about 7,250,000 acres. Their lands were in all but 7,796,000 acres; thus leaving, for the interest of those who had previously removed, only about 546,000 acres.

It being presumable, however, that many would remove, the 19th article made provision for remunerating them for or securing to them the value of their improvements, by agreeing to give to 1,600 heads of families, if necessary, and so many should remove, reservations amounting in the aggregate to 458,400 acres, to include their improvements; which they might sell or the government would pay them therefor when they reached their new homes, at the price of fifty cents per acre.

There can be no doubt that when the treaty was ratified, a large portion, probably more than half, certainly more than a third, of the tribe intended to remain. The agents of the government, however, deemed it their duty to discourage that intention, and effect, if possible, the removal of the whole. It appears that in one locality some five or six thousand persons intended to form a sort of colony, but that the plan was abandoned in consequence of the threats of the government

officers and emigrating agents, who caused nearly every family embraced in the scheme to emigrate "through fear of personal violence." Not more than fifteen or twenty of these persons remained long enough to receive grants in fee-simple.

It appears, however, that a very large number of others did remain a sufficient length of time. In 1844, the government agent, Governor McRae, of Mississippi, reported that 7,000 Choctaws were still in the ceded country. Out of nearly 1,600 families embraced in this number, only sixty-nine were reported by the government agent as entitled to land. Ultimately seventy-four more families succeeded in securing reservations. The others, constituting more than nine-tenths of those who remained, failed to obtain any land at all. They made repeated applications for relief. In 1836 their claims were carefully investigated by a committee of the House of Representatives. The report of the chairman, the Hon. John Bell, clearly explains the whole subject. The difficulty arose in part from the violent means used to coerce emigration, but chiefly from the refusal of the agent to permit the Indians to signify their intention to remain. The treaty was ratified on the 24th of February, 1831, and no instructions were sent to the agent to receive the Indians' notices of intention to remain until May; and he then refused to receive nearly all of them—*two hundred* at one time. Their rights were consequently not recognized at the land offices and their lands were sold by the government. An act providing for a commission to examine their claims was passed on the 3d of March, 1837, but expired by its own limitation before the commissioners had investigated one-fourth of the claims presented. Another act for the same purpose was passed in August, 1842. Under the authority given by these two acts, and others of a supplementary character, the claims of over 1,500 families were adjudicated. Only 143 secured their proper locations; 1,150 others were ascertained to be entitled, as having in all respects and in due time complied with the treaty requisities; but, in the meanwhile, their improvements having been disposed of, Congress directed scrip to be issued, authorizing them to enter other lands in exchange for the tracts reserved by the treaty.

The nature of this scrip, the mode of its issue, and the facts connected with its delivery, all have a material bearing on the principal item constituting the gross sum claimed by the Choctaws.

The 3d section of the act of 23d of August, 1842, provides that where it is made to appear clearly that the claimant is entitled to a reservation under the 14th article of the treaty of 1830, a patent shall be issued for the land, unless it has been previously disposed of by the United States; in which case an equal quantity shall be allowed elsewhere out of any public land "subject to entry at private sale," in Mississippi, Louisiana, Alabama, or Arkansas, "and certificates to that effect shall be delivered under the direction of the Secretary of War, through such agents as he may select, not more than one-half of which shall be delivered to said Indian until after his removal to the Choctaw territory west of the Mississippi."

Nothing is said about a removal west in connection with the delivery of the other half of the certificates, and no allusion is made at all to the removal of those Choctaws who secured the locations reserved for them by the treaty.

The Secretary of War, however, made the emigration of the claimants a condition precedent to the delivery of any part of the certificates. At first he simply required evidence that the Indian was about to start.

Afterwards he prohibited the delivery until after the arrival of the claimant in the Choctaw country west.

Certificates for 700,080 acres were delivered to the claimants, for which it is alleged that they realized but $118,400, an average of less than 17 cents an acre, instead of $875,100, the par value at $1.25.

The other half, which by the act of 1842 was not to be delivered until after the removal of the Indians west, was not delivered at all. On the 3d of March, 1845, Congress directed that it should not be issued, but should carry an interest of five per cent., regarding the land as principal at $1.25 per acre. The amount thus funded was afterwards paid over to the claimants, in bulk, under an act passed July 21, 1852.

The Choctaws, in their various communications, complain of having been treated with great injustice in this matter.

They allege that the treaty secured, and could not have been made without securing, to those who remained in the ceded territory the right, not merely to stay, but to stay in their own homes, to cultivate their own fields, to do as they pleased with their own property, and to become citizens of the United States; that the treaty stipulation for this purpose was deliberately nullified by the government agents; that their reservations were not recognized at the land offices; that they were deprived of their lands and driven out of their houses; that more than ten years elapsed before they received any indemnity whatever; that when it did come, it was in the shape of land scrip, nowhere equal in value to the minimum price of public land, and which they were not allowed to touch until they first agreed to go where it could not be located, their own property being used as purchase money to buy, not merely their right to remove, but also their consent to go where it would be worthless. Even if the scrip had been equal to $1.25 per acre, it was still far short of what they ought to have received, for, to say nothing of the much higher value of land in 1836, when their titles ought, by the terms of the treaty, to have matured, or of the actual loss sustained by reason of dispossession, which in their case was the loss of food and shelter, they contend that, inasmuch as the lands of which they were deprived were sold by the United States, the proceeds belonged to the reservees, and that the government ought, at the very least, and in strict justice, to account for them by making up the difference between what the claimants actually realized and the amount actually paid into the Treasury for their lands, with interest up to the date of payment, and that even then they would have received far less than what was right and just, since it was their right, under the treaty, to *remain* in possession of their farms and improvements until their title ripened, in five years, into a fee-simple, and then to sell or not, as they pleased, at their leisure, their farms for a full, and fair, and adequate consideration. But the government, they urge, and with great reason, habitually sold the lands for the minimum price of $1.25 an acre, when much of them was worth from five to ten, fifteen, and twenty dollars, and they could have sold for those prices if they had been allowed to remain and been adequately protected. It must be admitted as self-evident that to value all such farms and plantations at $1.25 an acre was giving no adequate compensation to the owners, and it is known that reservees who were so fortunate as to be protected in possession did afterwards sell their lands for many times the minimum price.

Another class of demands under the 14th article consists of the claims of two hundred and ninety-two families who remained in the ceded territory, but have not as yet secured either land or scrip. Thirty-eight

of these claims, from some cause not stated, have not been adjudicated, although regularly examined. Of the two hundred and fifty-four adjudicated cases, one hundred and ninety-one have been rejected on the ground that the claimants did not reside on their improvements the full term of five years contemplated by the treaty. Thirty-one were rejected because the claims were not represented by the "head of a family;" thirteen because the proof was not sufficient that the parties signified their intention to remain. Five cases depended upon the testimony of witnesses subsequently impeached, and fourteen were rejected for various miscellaneous causes.

To these various objections the Choctaws reply, in general terms, that the grounds for rejecting most of these cases are found in the peculiar provisions of the acts of Congress under which they were adjudicated, and not in the treaty itself, which is the paramount law; that the treaty evidently meant to provide for *all* who remained in the ceded territory; that the only question to be settled in any of these cases is, did the applicants intend to remain? And that in nearly every instance unanswerable proof of such intention is found in the fact that they *did* remain fifteen years after the treaty.

The act of 3d March, 1837, required claimants to show that they had complied or offered to comply with the requisites of the 14th article, in order to be entitled to a reservation.

That of 22d February, 1838, cut off all claims of any persons who had removed west of the Mississippi River.

That of 22d June, 1838, directed sufficient lands to be reserved from sale to satisfy all reservations of Choctaws whose lands had been sold by the United States, through the neglect or default of any government officer. But on the 1st of June, 1840, lands covered by pre-emption claims were excepted out of this enactment.

And on the 4th of September, 1841, the act of 22d June, 1838, was repealed altogether.

The act of August 23, 1842, providing for the ascertainment of such Choctaws as had complied with the requisites of the 14th article, defined those requisites to be:

1. That the Indian signified to the agent, within six months after the ratification of the treaty, his intention to remain and become a citizen.

2. That at the date of the treaty he "had and owned" an improvement, on which he resided for five years from the ratification of the treaty, unless it were shown that the land was sold by the United States during these five years, and the claimant dispossessed by means of such sale.

3. That he had received no land under any other article of the treaty.

4. That he had not emigrated, but continued to live in the ceded territory.

White men having Indian families were to be allowed no reservation, though members of the nation by adoption.

And no claim was to be regarded that had been sold or assigned within the five years.

It is evident that the exclusion, in February, 1838, of all who had then emigrated, reiterated by the act of 1842, was in violation of the rights of the Indians under the treaty, because those who remained until the 24th day of February, 1836, five years after the treaty was ratified, were then entitled to an estate in fee, and could then, at least, sell and dispose of the lands so held, and at any time after remove to the west. Removal after this period could not work a forfeiture; nor when the agents of the government had used every appliance of persua-

sion, intimidation, and force to induce or compel the reservees to remove, could the removal so procured in justice deprive the Indian of his title to his land.

The act of 1842 went far beyond the treaty in requiring the party to have had and owned an improvement. This the treaty did not require; and so it was very properly decided by Mr. Attorney-General Grundy.

It went beyond it in requiring him to have resided continuously on *the same* improvement for five years, because the treaty did not *confine* the Indian, in the selection of his reservation, to the land on which he resided or had an improvement; but only gave him the *privilege* of selecting that if he preferred it. It was a provision in his favor.

Nor can it be contended that it was not going beyond the treaty to give him no land in the country ceded, where he could not, in consequence of the sale of the land, have that which included his own improvement, but to give him scrip only, and require him to remove west of the Mississippi before he should receive more than one-half of it, since his right was two-fold, and each part of it of value, to have the quantity of land stipulated in the country which was his home, and to remain there and be a citizen of the United States; and this provision compelled him, in order to obtain an inadequate commutation for the former right, to surrender the latter, equally as valuable, and equally a part of the consideration, agreed to be given for the lands of the tribe.

White men with Indian wives were "Choctaw heads of families" upon any equitable construction of the treaty, because otherwise their wives and children, undeniably Choctaws, received nothing.

And the treaty had in no case forbidden alienations of claims to reservations within the five years.

In aid of these provisions of law, *none* of the scrip was delivered until after the emigration commenced in 1845. In March of that year Congress directed that the half whose delivery was postponed until after removal should not be issued at all. In autumn of the same year the War Department ordered that *none* should be delivered until the Indian had actually started or was about to start west; and in the spring of 1846 it was ordered that none should be delivered until the Indian had *arrived* west.

The nineteenth article of the treaty of 1830 secures specific reservations to certain individuals by name, and to five classes of other reservees a quantity of land dependent upon the size of their fields. Thus—

	Acres.
To the first class, not to exceed 40 persons, having 50 acres in cultivation	640
To the 2d class, not to exceed 460 persons, having from 30 to 50 acres in cultivation	480
To the 3d class, not to exceed 400 persons, having from 20 to 30 acres in cultivation	320
To the 4th class, not to exceed 350 persons, having from 12 to 20 acres in cultivation	160
To the 5th class, not to exceed 350 persons, having from 2 to 12 acres in cultivation	80
The aggregate liability in the five classes being	458,400
To which add an additional liability for 90 capt'ns, of	28,800
Making an aggregate liability of	487,200
The number of acres allowed is only	148,960
Being less than the liability created by the treaty	338,240

This deficit arose from the fact that the Choctaw fields were much smaller than was supposed.

For instance, 480 acres was provided for each family having 30 acres and less than fifty in cultivation, the whole number not to exceed 460. It turned out that instead of 460 families only 46 had fields of that description, so that the reservations of this class amounted to 22,080 acres instead of 220,800.

The number of persons having fields of the required size fell short of the treaty limit in every class but the last, which included those having cultivated from two to twelve acres, each to have eighty acres. The number of reservations in this class was not to exceed 350, whereas it was ascertained that 1,763 families had fields answering this description.

The result was, that only 731 families obtained land instead of 1,600, and the number of acres was 123,680 instead of 458,400, falling short of the quantity indicated in the treaty by 338,240 acres. This amount the Choctaws claim should be made up to them.

To this should be added 23,200 acres for reservations admitted by the government belonging to the same classes, but which have never been located, making an aggregate of 361,440 acres, for which they claim, at $1.25 per acre, $451,800.

Another item in the Choctaw demand is for claims under the 16th article of the treaty of 1830, for compensation to those who emigrated at their own expense and have never received any allowance for transportation or subsistence—960 persons, at $45 each, $43,200.

To those claims when heretofore presented, the Indian department has replied that, inasmuch as the government, by the terms of the treaty, was under no obligation to remove any Choctaws after the year 1833, no such claim could be considered, although many thousands of dollars were appropriated and expended for the purpose of removing refugee Choctaws from Mississippi between 1844 and 1853.

It is also alleged that at the time of emigrating the Choctaws were compelled to leave behind and entirely lose 4,899 head of cattle, valued at $30,835.

No evidence is adduced to show that this loss was in anywise owing to the neglect or bad management of the government officers, though from the facts stated by the Choctaw delegates, as to the course pursued by those officers, there cannot be much doubt that the stipulation of the treaty that the cattle of the Choctaws should be valued and paid for was not duly carried out.

The Choctaws also represent that they lost in consequence of this emigration—

2,797 head of horses, valued at	$95,974 00
10,981 head of hogs, valued at	33,697 50
	$129,671 50

These latter items could not, under any circumstances, be considered under the head of "cattle," within the meaning of the 16th article of the treaty. It is not shown by testimony that they were lost through any fault of the government, nor is there any evidence to support the allegations in regard to horses, hogs, or cattle, beyond the fact that they are contained in rolls prepared by commissioners appointed under the authority of the Choctaw Government, and that it may naturally be presumed that upon a forced removal much property of this kind would necessarily be lost, left, or sold at a great sacrifice.

Another item of $36,632.49 is based upon a report of the Second

Auditor, showing that amount to be due under treaties prior to 1830, being for arrearages of annuities payable during the pleasure of the President, and stopped by the Commissioner of Indian Affairs without the direction of the President, which the Choctaws contend was essential.

The sum of $356,792 is claimed for Choctaws who emigrated prior to 1830, as their separate share of the benefits secured to the tribe under the treaty made in that year, on the ground that their rights are precisely analagous to those of the Cherokees and Creeks, who were similarly situated, and whose claims have been recognized by the government. The estimate of the amount due them is based upon the assumption that the western Choctaws constituted *one-thirteenth* of the entire tribe, rating the eastern Choctaws at 24,000 and the western at 2,000. The latter estimate is probably too large, although General Jackson stated, in 1820, that one-third of the whole tribe had removed west; but, on the other hand, Mr. McClellan, agent for the western Choctaws, represented their number in 1828–'29 at about one thousand. Whatever the number then west, it is entirely clear that, as those east were joint owners with them of the lands west, so *they* were joint owners with those east of the lands east, and entitled, equally with them, either to reservations or to a commutation in money, as was expressly decided by the Senate in the parallel case of the Cherokees, and as was also decided by the treaty with the Creeks.

A claim is presented for $166,666.66, growing out of a convention between the Choctaws and Chickasaws, ratified March 24, 1837, which provides that the Choctaws shall be paid $500,000, "to be invested in some safe and secure stocks under the direction of the government." This stipulation was in part fulfilled by the transfer, on the 11th February, 1841, of five hundred Alabama bonds, of $1,000 each; whereas the sum of $500,000 in money was, at that time, as appears from a report of the Commissioner of Indian Affairs, dated October 28, 1840, equal to and would have purchased $750,000 in bonds. The Choctaws ask for the difference between the market value of the bonds they received and the money that was promised them. They were certainly entitled to have such amount of the bonds in question as $500,000 in money would purchase, for that was expressly the agreement.

The act of March 3, 1845, provided that one-half of the scrip, deliverable on the Indians' arrival west, should not be delivered to them, but, instead thereof, the amount of the same should "carry an interest of five per cent.," which the United States thereby agreed to pay "annually to the reservees, under the treaty of 1830, respectively, or to their heirs and legal representatives forever."

The Indian Office decided that this interest did not commence to run until after the arrival of each Indian west. The amount of interest paid under this decision was less by the sum of $150,989.70 than it would have been if computed from the date of the act of 1845. The Choctaws claim that it ought to have been so computed, and it seems to the committee that as the act provides that the sum "shall carry an interest of five per cent.," without any further definition of the time when such interest should commence, it ought, by the ordinary rules of law and construction, to have been held to commence from the date of the act; especially as the postponement of the payment of the scrip until after the removal west was itself in contravention of the rights of the parties under the treaty. In equity it would run from the 24th of February, 1836, when, according to the treaty, the rights of the claimants to fee-simple titles became complete.

It is evident, from these facts, that the Choctaws are justly and equitably entitled to receive of the United States a large sum, in gross, for non-performance of the stipulations of the treaty of 1830.

The next question is, how much that sum should be? The precise sum, it may at once be said, it is now impossible to ascertain.

If we take first the claim for additional allowance to those who, failing to secure their reservations, received scrip in lieu thereof, we find that of the 1,585 families shown by the official records to have remained, 1,150, admitted to have done all that was required to entitle them to reservations, received none of their own lands, but scrip and money, after long delay, in lieu thereof. Their lands were sold for the sum of $1,750,000, and that sum therefore was received by the Treasury.

Under the laws enacted subsequent to the treaty it was impossible for an Indian to have his reservation allowed, unless he was clearly entitled, and had been wholly free from default or negligence. These 1,150 families lost their reservations, their homes, farms, and improvements altogether, and exclusively, in consequence of the acts of omission or commission of the officers of the United States. They were therefore entitled, in justice, to a *full* and complete indemnity. Their lands, partly improved, and naturally selected by them for their superior advantages of soil and situation, were worth, probably, much more than $1.25 per acre; perhaps, on an average, not less than five dollars, and much of it still more.

Evidently to affix an arbitrary, uniform price, and that the minimum price of public lands, on the lands and homesteads thus lost to the parties, and to compel them to take that minimum price or nothing, was no indemnity, even if the amount had been presently paid them in money. It certainly did not proceed upon the principle of ascertaining the true and real amount of their loss, and paying them that. If it was in any exceptional case really an indemnity, that result was of course accidental. That the United States chose to sell their lands for much less than their value, as it in no way lessened their loss, so it in no way set a limit to their right to indemnity.

For example: In one case the claimant "had a house and field in Patickfah, where he resided until four years after the treaty, when a white man (Waters) drove him off." His land was sold August 25, 1835. His claim was allowed in 1846 by the late Governor Marcy, who was then Secretary of War, and scrip was issued to him. It does not appear what he received for the scrip; but, admitting that he realized $1.25 in money for every acre, it was still no sufficient indemnity. What he was entitled to was the undisturbed possession of his land, and the right to sell it to whom, when, and at such price as he pleased. To turn him out of doors by selling it as public land in 1835, to retain the proceeds of sale for eleven years, and then pay them over to him without any allowance for the delay or the use of the money, or for the value of his improvements, or that of the land over and above the sum for which it sold, was very far from doing complete justice.

By this mode of compensation, all claim was excluded for the value of the *improvements* of the parties, their clearings, buildings, orchards, and the like. Not a dollar was allowed for that; but only the minimum price of unimproved public lands. And no attempt was made to ascertain the *true* value of the lands themselves. Of course, it would at this remote day be utterly impracticable to ascertain the actual and real value of the improvements or lands which were the actual loss of the parties; and as to interest, the very magnitude of the item, exceeding, as it would in the aggregate, a million of dollars, would be likely

to prove an insuperable bar to its allowance. If the lands and improvements of the reservees were worth, on an average, five dollars an acre, the difference between their value and their price at $1.25 an acre was over five millions of dollars.

Similar difficulties occur in considering the losses in the sale of scrip. In strict justice, it should be remembered that this scrip was made to serve a double purpose. It was used in compensation for land claims, and also as an inducement to emigrate to the Indian territory west, where most of it was delivered where it could not be located, and where, consequently, it was comparatively worthless. The Indian had either to sell it at a point remote from any market, or keep it as so much waste paper. Thus the service the scrip was required to perform as an aid to emigration lessened its value to the claimant. How far this cause operated in reducing the price below the regular market value, what that market value was, or how much the great body of the claimants really lost, are points which cannot now be determined. There is no doubt that the loss fairly chargeable to the government is considerable, but it would be impossible to fix the amount correctly.

The claims heretofore rejected for reservations under the same article of the treaty may perhaps be more easily disposed of. The objections to most of them arise from a provision in the act of 1842, requiring the claimant to show that he lived on his improvement the full term of five years after the treaty, unless actually dispossessed in consequence of the sale of his land before the close of the five years. In a large majority of these cases the alleged cause of rejection is that the improvements were voluntarily abandoned. There is ample proof, however, to show that most of the cases of "voluntary abandonment" were in a great degree, if not entirely, owing to the emigrating agents of the government. A joint resolution was passed by the Senate in 1852 for the relief of the parties in such cases, but was so essentially modified in the House of Representatives as to destroy its intended effect.

The practical operation of the provision in question, in cases where the abandonment was not voluntary, is shown by comparing the case referred to as allowed in 1846 by Governor Marcy, with another of precisely the same character, adjudicated at the same time and rejected.

The two parties lived on adjoinig sections. They were both heads of families, and had both signified to the agent their intention to remain. Both were dispossessed at the same time and by the same person, the only difference being that the dispossessor entered the one tract at the land office and did not enter the other. Consequently the former case fell within the act of 1842, the latter did not.

It is manifest that if either of these parties were entitled under the treaty, they both were.

It would, probably, not be difficult to ascertain which of the rejected claims ought to be allowed and which ought not. But if any of these claims are admitted, the question arises, what is the proper measure of relief? The claimants are nearly all in the Indian country, west. Their lands have long since been sold and cannot be given back. To award scrip in the face of past experience would be absurd. If money is to be paid, how much?

Similar difficulties would be met with in attempting to fix the proper amount of indemnity under the other claims.

It is obvious that the operation of the 19th article was, contrary to the intention of both parties to the treaty, very unequal and unjust. One party who emigrated was as much entitled to have the benefit of, and pay for, his improvements as another. In regard to that it was

peculiarly the case that equality alone could be equity. In consequence of a mutual error, the larger number received nothing for their improvements, and the United States profited by the error to a corresponding extent. They had devoted 437,200 acres of land to the use of compensating for such improvements; of which 127,040 acres only were used, leaving as profit to the United States 360,160 acres. It is equally impossible, in regard to these claims, as in regard to those under the 14th article, now to ascertain the actual value of the reservations provided for, embracing, as each did, the improvements and home of the parties; and the treaty giving them a fee-simple with the power to sell.

Those Choctaws who have emigrated at their own expense are, unquestionably, entitled to reimbursement; but the goverument has always refused to examine their claims, and they consequently are not, and cannot now be, presented in such authentic shape as to admit of certainty and justice of adjudication.

The Choctaws who had emigrated west prior to the treaty of 1830 certainly retained in the eastern lands of the tribe an equal and common interest proportioned to their numbers; and that interest could not justly be taxed with any part of the expense of removing or subsisting those who subsequently removed. But it would be idle now to attempt to ascertain their number or the actual value in 1830 of their interest in those lands.

The moneys for which the 1,150 reservations were sold actually belonging to the reservees, the government, if it could be charged in equity, would be adjudged to have held those moneys in trust for them, and to be liable to pay interest, not from the date of the act of March 3, 1845, but from the time when the price of each reservation was received. If that act meant to give interest accordingly, from the time of receipt, and not from its date, it would be utterly impracticable to establish the data for the calculation, because the reservations were not sold as wholes, or each at one time, but by the divisions and subdivisions of the public surveys.

The United States was to take the cattle of the Choctaws; and there is no doubt that on this score also they have a just and fair claim, but to what amount it is now wholly impossible to ascertain.

It being thus impossible to ascertain to how much the Choctaws would be entitled, on a fair and liberal settlement, for the damage and loss sustained by them, it seems to the committee that the only practicable mode of adjustment is to give them the net proceeds of their lands, not on the ground that the letter of the treaty entitles them to it, but that it is the only course by which justice can now be done them.

And while, on the one hand, to award to the tribe the net proceeds of their lands, would surely be no *more* than just to them, because, practically no regard is paid to actual value by the United States in the sales of public lands, and undeniably the real market value of these lands, which the Indians might have realized, if protected in their possession, was far greater than the price for which they actually sold; on the other hand, the United States would neither have lost, paid, or expended anything, whatever, but would only have refunded to the Choctaws the surplus remaining on hand of the proceeds of their own lands, after having repaid themselves every dollar expended for the benefit of the Choctaws; and that after having had the use of this surplus for many years without interest, and when, according to the estimates of the General Land Office, it would really amount to little more than half of what might be recovered in a court of equity, if the case were one between individuals, as will appear by the comparative statement hereto appended.

The committee accordingly report the following resolutions, and recommend that they be adopted and made the award and judgment of the Senate upon the questions submitted by the treaty of 1855:

RESOLUTIONS.

Whereas the eleventh article of the treaty of June 22, 1855, with the Choctaw and Chickasaw Indians, provides that the following questions be submitted for decision to the Senate of the United States:

"First, whether the Choctaws are entitled to or shall be allowed the proceds of the sale of the lands ceded by them to the United States by the treaty of September 27, 1830, deducting therefrom the cost of their survey and sale and all just and proper expenditures and payments under the provisions of said treaty, and, if so, what price per acre shall be allowed to the Choctaws for the lands remaining unsold in order that a final settlement with them may be promptly effected; or

"Second, whether the Choctaws shall be allowed a gross sum, in further and full satisfaction of all their claims, national and individual, against the United States; and, if so, how much":

Resolved, That the Choctaws be allowed the proceeds of the sale of such lands as had been sold by the United States, on the —— day of ———, deducting therefrom the cost of survey and sale, and all proper expenditures and payments under said treaty, estimating all the reservations allowed and secured or the scrip issued in lieu of reservations, at the rate of $1.25 per acre; and further, that it is the judgment of the Senate that the lands remaining unsold after said period are worth nothing, after deducting expenses of sale.

Resolved, That the Secretary of the Interior cause an account to be stated with the Choctaws, showing what amount is due them according to the above-prescribed principles of settlement, and report the same to Congress.

(Indorsed:) S. Report Com. 374. 35 Cong., 2 sess. Report by Mr. Sebastian, from the Com. on Indian Affairs, on the memorial of Peter P. Pitchlynn and others, Choctaw delegates. 1859, Feb'y 15.—Submitted & ordered to be printed.

T. S. & J. J. W.—No. 3.

OFFICE OF SECRETARY OF THE UNITED STATES SENATE,
Washington, June 22, 1881.

I, H. B. McDonald, assistant journal clerk of the United States Senate, do hereby certify that the papers hereto attached and marked No. 1.—H. B. McD. and No. 2.—H. B. McD. are true and correct transcripts from the Journal of the United States Senate, as made and recorded therein on the 15th day of February, A. D. 1859, and the 9th day of March, A. D. 1859.

In testimony whereof I have hereunto set my hand and affixed the official seal of the United States Senate this 22d day of June, A. D. 1881.

[SEAL.] H. B. McDONALD,
Assistant Journal Clerk, United States Senate.

No. 1.—H. B. McD.

[Extract from the Journal of the Senate of the United States, February 15, 1859.]

Mr. Sebastian, from the Committee on Indian Affairs, submitted a report (No. 374) on the memorial of Peter P. Pitchlynn and others, Choctaw delegates, accompanied by the following resolutions:

"Whereas the eleventh article of the treaty of the 22d of June, 1855, with the Choctaw and Chickasaw Indians, provides that the following questions be submitted for decision to the Senate of the United States:

"'First, whether the Choctaws are entitled to or shall be allowed the proceeds of the sale of the lands ceded by them to the United States by the treaty of September 27, 1830, deducting therefrom the costs of their survey and sale and all just and proper expenditures and payments under the provisions of said treaty; and, if so, what price per acre shall be allowed to the Choctaws for the lands remaining unsold in order that a final settlement with them may be promptly effected; or

"'Second, whether the Choctaws shall be allowed a gross sum, in further and full satisfaction of all their claims, national and individual, against the United States; and, if so, how much";

"*Resolved*, That the Choctaws be allowed the proceeds of the sale of such lands as had been sold by the United States on the —— day of ———, deducting therefrom the cost of survey and sale, and all proper expenditures and payments under said treaty, estimating all the reservations allowed and secured, or the scrip issued in lieu of reservations, at the rate of 1.25 per acre; and further, that it is the judgment of the Senate that the lands remaining unsold after said period are worth nothing, after deducting expenses of sale.

"*Resolved*, That the Secretary of the Interior cause an account to be stated with the Choctaws, showing what amount is due them according to the above prescribed principles of settlement, and report the same to Congress.

"*Ordered*, That the report be printed."

(Senate Journal, February 15, 1859, pp. 319, 320.)

No. 2.—H. B. McD.

[Extract from the Journal of the Senate of the United States for March 9, 1859.]

Mr. Sebastian submitted a resolution; which was considered by unanimous consent, and, having been amended, it was agreed to, as follows:

"Whereas the eleventh article of the treaty of June 22, 1855 with the Choctaw and Chickasaw Indians, provides that the following questions be submitted for decision to the Senate of the United States, 1st, whether the Choctaws are entitled to or shall be allowed the proceeds of the sale of the lands ceded by them to the United States by the treaty of September 27, 1830, deducting therefrom the costs of their survey and sale and all just and proper expenditures and payments under the provisions of said treaty; and, if so, what price per acre shall be allowed to the Choctaws for the lands remaining unsold, in order that a final settlement with them may be promptly effected,' or 'second, whether the Choctaws shall be allowed a gross sum in further and full satisfaction of all their claims, national and individual, against the United States; and, if so, how much';

"*Resolved*, That the Choctaws be allowed the proceeds of the sale of such lands as have been sold by the United States on the first day of January last, deducting therefrom the costs of their survey and sale and all proper expenditures and payments under said treaty, excluding the reservations allowed and secured, and estimating the scrip issued in lieu of reservations at the rate of one dollar and twenty-five cents per acre; and, further, that they be also allowed twelve and a half cents per acre for the residue of said lands.

"*Resolved*, That the Secretary of the Interior cause an account to be stated with the Choctaws, showing what amount is due them according to the above prescribed principles of settlement, and report the same to Congress."

(Senate Journal, March 9, 1859, p. 493.)

[The rule under which the following account stated between the Choctaw Nation and The United States is transmitted is printed in the record, *ante*, p. 1153.]

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, September 7, 1881.

ARCHIBALD HOPKINS, Esq.,
Clerk of Court of Claims:

SIR: In compliance with the rule of the Court of Claims issued in case of the Choctaw Nation *vs.* The United States, No. 12,742, dated the 26th ultimo, I transmit herewith so much of the answer to said rule as is required by paragraph I thereof, being the account with the Choctaws stated in accordance with Senate resolution of March 9, 1859.

The printed copy of "Ex. Doc. No. 82, H. R., 36th Congress, 1st session," with the exception of the statement marked I, pp. 23, 24, and 25, has been compared with the originals on file in this office, and, as corrected, is a true copy thereof.

The original of the statement marked I is not to be found among the other said originals, but was probably transmitted to Congress with the other papers from which said Executive Document No. 82 was printed.

Very respectfully,

H. PRICE, *Commissioner.*

[House Ex. Doc. No. 82, 36th Congress, 1st session.]

LETTER FROM THE SECRETARY OF THE INTERIOR, TRANSMITTING A STATEMENT SHOWING WHAT AMOUNT IS DUE THE CHOCTAW INDIANS.

MAY 10, 1860.—Laid upon the table and ordered to be printed.

DEPARTMENT OF THE INTERIOR, *May* 8, 1860.

SIR: In compliance with the resolution of the Senate, adopted March 9, 1859, I have caused an account to be stated showing what amount is due the Choctaws, according to the principles of settlement prescribed in said resolution, and have now the honor to report the same to the House of Representatives.

Very respectfully, your obedient servant,

J. THOMPSON, *Secretary.*

Hon. WM. PENNINGTON,
Speaker of the House of Representatives.

[L. B. No. 11, pp. 378, 379, 380.]

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
March 22, 1860.

SIR: The following recited preamble and resolutions adopted by the Senate of the United States on the 9th of March, 1859—

"Whereas the eleventh article of the treaty of June 22, 1855, with the Choctaw and Chickasaw Indians provides that the following questions be submitted for decision to the Senate of the United States, 'first, whether the Choctaws are entitled to or shall be allowed the proceeds of the sale of the lands ceded by them to the United States by the treaty of September 27, 1830, deducting therefrom the costs of their survey and sale and all just and proper expenditures and payments under the provisions thereof; and, if so, what price per acre shall be allowed to the Choctaws for the lands remaining unsold, in order that a final settlement with them may be promptly effected,' or, 'second, whether the Choctaws shall be allowed a gross sum in further and full satisfaction of all their claims, national and individual, against the United States; and, if so, how much.'

"*Resolved*, That the Choctaws be allowed the proceeds of the sale of such lands as have been sold by the United States on the first day of January last (1859), deducting therefrom the costs of their survey and sale and all proper expenditures and payments under said treaty, excluding the reservations allowed and secured, and estimating the scrip issued in lieu of reservations at the rate of one dollar and twenty-five cents per acre; and, further, that they be also allowed twelve and half cents per acre for the residue of said lands."

"*Resolved*, That the Secretary of the Interior cause an account to be stated with the Choctaws, showing what amount is due them according to the above prescribed principles of settlement, and report the same to Congress."

Having been referred by you to this office on the nineteenth day of the same month (March, 1859), measures were at once adopted to collect the information necessary to state the required account with all possible exactitude.

The General Land Office was called upon for the quantity of lands embraced by the Choctaw cession of 1830, the cost of their survey and sale, the quantity thereof sold up to the 1st day of January, 1859, and the amount of money received therefor, together with the quantity embraced in the "reservations allowed and secured."

The treaty of 1855 uses the words "lands remaining unsold," while the resolution says "residue." If by the expression first quoted is meant "lands undisposed of," the amount would be reduced, inasmuch as 2,292,776 acres have been disposed of by Congress under the swamp land act and for railroad and school purposes. The payments and expenditures under the different provisions of the treaty of 1830, it was assumed, could be ascertained with most certainty from the original account and vouchers thereof, which being on file in the office of the Second Auditor of the Treasury, that officer was requested to furnish that portion of the information. That in reference to "the scrip issued in lieu of reservations," the amounts to "orphans for reservations," a portion of the payments for removal and subsistence, have been collected from the records of this office.

From the information thus carefully collected the required account has been stated, and it is herewith transmitted.

Though made up on a somewhat different basis, it will be seen that

the result of this account does not differ materially from that of the approximate statement contained in the elaborate report made to you from this office on the 15th May, 1858, in answer to a series of queries from the Committee on Indian Affairs of the Senate, said statement showing a balance of $2,993,720.18, while that of the present account is $2,981,247.30.

It is to be observed that under the second article of the treaty of 1830 a patent was issued to the Choctaws for the country west of Arkansas, estimated to contain 15,000,000 acres; subsequently, the Chickasaws, with the consent of the United States, purchased a portion of the tract at $530,000, which the United States paid out of the trust fund belonging to the Chickasaws, with the exception of $30,000 paid in the manner directed by the third article of the articles of convention and agreement between the Choctaws and Chickasaws, concluded the 17th of January, 1837. Under the treaty of 1855 the Choctaws leased a portion of their country, for which the United States paid the sum of $600,000. If these sums are to be regarded as payments under the treaty of 1830, the amount due the Choctaws will be $1,851,247.30.

I submit with the account, for the information of yourself and Congress, copies of the reports of the Commissioner of the General Land Office and Second Auditor, marked "A and I," and of the supplementary and additional statements prepared in this office, marked B, C, E, F, G, and H, in triplicate, which exhibit the data from which the account has been made up and stated; also, in triplicate, abstract from statement made by the Second Auditor, under resolution of the Senate of 10th March, 1853, of payments for Choctaw account under same treaty, marked D.

The preamble and resolutions of the Senate referred to above are herewith returned.

Very respectfully, your obedient servant,

A. B. GREENWOOD,
Commissioner.

Hon. J. THOMPSON,
Secretary of the Interior.

TREASURY DEPARTMENT, SECOND AUDITOR'S OFFICE,
February 1, 1860.

SIR: In compliance with the terms of your letter of 14th November last, and the letter of Acting Commissioner Mix of 26th March last, I have the honor to transmit herewith "a statement of expenditures and payments under the treaty of 1830 with the Choctaws."

You will perceive that the present statement, so far as relates to the objects stipulated for under sundry articles of the treaty, is based on the synopsis presented in your letter of 14th November last, as a guide for conducting the process of examination in this office.

I trust that the information now furnished—taken in connexion with that heretofore supplied—as seen in Senate Executive Document No. 64, second session of 33d Congress, and that which may be ascertained from the record of the Indian Bureau, will complete the chain required in this branch of the inquiry.

I make no reference in this letter to any part of the data supplied by this statement as to *specific or aggregate amounts*—the statement and recapitulation being deemed sufficiently explicit.

I will only remark that, under the head of "Outfit for captains," the

amount does not include the cost of 99 swords, furnished the Choctaws, as the price was not designated in the vouchers, but the price fixed by the regulations of the War Department at that time appears to have been $4.25 each.

I have the honor to be, very respectfully, your obedient servant,

T. J. D. FULLER,
Second Auditor.

Hon. A. B. GREENWOOD,
Commissioner, &c., &c.

A.—*Payments made under the treaty with the Choctaws concluded at Dancing Rabbit Creek September 27, 1830.*

Date.	To whom paid.	For what paid.	Amount.
		ARTICLE 15.—*Outfits for captains.*	
1832. June	John D. Putron	99 suits of clothes, &c	*$4,509 81
		ARTICLE 16.—*For removal and subsistence.*	
1831. September	D. McClellan	Beef for Choctaws while drawing arms	18 00
October	do	Travelling expenses, registering emigrant Choctaws.	51 00
	E. D. Folsom	Corn for two families emigrating	19 50
1832. March	D. McClellan	Travelling expenses, registering emigrant Choctaws.	54 00
Oct. & Dec	J. A. Bynam and others	Transportation and subsistence	3,334 13
October	McKinney, Holderness, and others.	Services as assistants, ferriages, &c	5,640 61
Oct. & Nov	Samuel C. Pearson and others	Butchering beef, &c	937 93
October	Shewaha	Beef, corn, &c	665 23
September 1833. Feb. & Mar.	J. A. Phillips and others	Transportation and subsistence	777 62
Sept. & Oct	P. Campbell and others	Forage and transportation	1,747 48
	J. Mulling and others	Provisions	115 83
1832. December	D. McClellan	Transportation	194 00
4th quarter	Elisha England and others	Corn and transportation	16,642 25
	Piscisnubbee and others	Commutation allowance	730 00
	Wesley, Folley, and others	Sundry services	2,599 08
1833. 1st quarter	Bird & Belding and others	Beef and corn	38,312 20
	Edward McKinney and others	Services	510 31
2d quarter	John A. Fowler and others	Beef and corn	1,100 65
	J. L. Belcoate and others	Services	615 37
	John Hart and others	Sundries	33 25
	Hoxachubbee and others	Commutation	100 00
4th quarter	J. R. Stephenson and others	Sundries	2,421 62
	John Henry and others	Beef and corn	91 36
1834. Feb. & Mar	Thomas Wafer and others	Services	374 93
May & June	George Lawton and others	do	1,098 62
1833. 4th quarter	Elawatubbee and others	Commutation	19,992 77
1st quarter	Jesse Smith and others	Services of teamsters, &c	5,359 54
2d quarter	Gray & Erwin and others	Rations, corn and beef	5,344 81
	Richmond Baker and others	Transportation, services, &c	11,780 49
	Andrew Lytle and others	Services, teamsters, &c	4,010 72
3d quarter	M. Moore and others	Rations, corn and beef	48,747 76
	Ecore de Fabre claims	Freight, ferriages, &c., and teams	10,965 33
	E. L. Farr and others	Teamsters, &c	3,093 59
4th quarter	Lafayette Jones and others	Rations, corn and beef	74,780 83
	James Dorris and others	Hire of teams, &c	6,185 97
	J. Brown and others	Services, transpor'tion	3,551 34
1834. 1st quarter	James Sampson and others	Rations, corn and beef	22,340 63
	William Ellis and others	Ferriages, team hire, &c	2,931 91
	W. Rector and others	Services, &c	1,261 31
2d quarter	O. V. Howell and others	Rations, corn and beef	26,976 17
	George Halbrook and others	Team-hire and ferriage	304 37
	S. M. Rutherford and others	Services, rent, &c	120 43

* This amount does not include the cost of transportation nor the price of swords, which items could not be ascertained.

A—Continued.

Date.	To whom paid.	For what paid.	Amount.
		ARTICLE 15, &c.—Continued.	
1834.			
3d quarter	L. L. Refeld and others	Rations, corn and beef	$7,225 64
	C. Smith and others	Ferriages, team-hire, &c	484 87
	J. Brown and others	Transportation, advertising, &c	2,856 19
1833.			
3d quarter	Moses, Roland, and others	Freight, ferriages, &c	2,235 13
1834.			
4th quarter	E. Johnson and others	Rations, corn and beef	34,143 80
1835.			
1st quarter	J. S. McClellan and others	do	3,467 03
	J. R. Moore and others	Transportation, &c	147 80
2d quarter	George F. Boring and others	Rations, corn and beef	7,680 23
1835.			
2d quarter	E. Butler	Team-hire and ferriages	185 16
4th quarter	A. D. Ross	Rations, corn	4 48
	Do	Transportation	39 04
	D. McClellan	Extra service	450 00
1831.			
4th quarter	W. Anderson and others	Ferriages, &c	367 25
2d quarter	W. Wright and others	Corn, beef, &c	2,586 97
	Elijah Carter and others	Transportation, corn	519 00
3d quarter	Jesse Shelton	Corn, beef, &c	1,579 12
	N. Bateman and others	Services	54 00
4th quarter	J. H. Fowler and others	Corn and beef	12,521 72
	Charles Moore and others	Services	970 22
1832.			
1st quarter	H. White and others	Ferriages, &c	837 25
2d quarter	Thompson & Drennen and others.	Forage, services, &c	425 00
3d quarter	B. Gates and others	Services, &c	252 87
1st quarter	Jacob Buzzard and others	Corn and beef	22,498 84
	N. Bateman and others	Services, commutation, &c	6,429 84
2d quarter	John Clark and others	Corn and beef	16,900 00
	W. Middleton and others	Commutation, transportation, &c	7,583 97
	V. B. Tims	Beef, bacon, &c	17 26
3d quarter	G. B. Wright and others	Beef, corn, and transportation	33,579 44
	Choctaw Indians	Commutation	560 00
	H. Brinley and others	Services	490 40
January 1 to June 30, 1834.	D. McClellan	Corn and beef	20,588 57
	Abner Morris and others	Transportation, commutation, &c	10,211 15
	J. Swinney and others	Services, teamsters, &c	9,064 82
	N. Tuttle and others	Drayages, forage, &c	2,696 05
3d quarter	John Evans and others	Corn and teams	360 65
4th quarter	E. Wilson and others	Services of teamsters, &c	4,604 94
	E. Stillwell and others	Corn and beef	191 86
1832.			
1st quarter	Russell Eastis and others	Pork and beef	81 06
	Jesse Scarborough and others	Services, ferriages, &c	2,893 76
2d quarter	John Rogers and others	Services, ferriages, &c	58 75
1831.			
3d quarter	Hewes, Scull and others	Purchase of wagons, oxen, &c	8,983 06
4th quarter	J. B. Clark and others	Services, transportation, &c	344 70
	Thompson & Drennen and others.	Services, forage, &c	683 82
1843.			
November	G. S. Gaines	Services as superintendent of removal, in 1831 and 1832.	1,499 00
1831.			
4th quarter	Allen Glover and others	Services as assistant contractors, &c	7,569 48
	John H. Cole and others	Services of teamsters, &c	7,412 50
	J. J. Parker and others	Hire of wagons, &c	4,706 83
	Samuel Dale and others	Forage and provisions	1,595 44
	Valentine Nash and others	Hire of wagons, teams, &c	2,597 75
	B. W. Haley	Hire of wagons, teams, &c	475 00
	Thomas McGee	Hire of wagons, teams, &c	6,874 20
1832.			
1st quarter	James Snidicor and others	Hire of wagons, freight on steamboats, &c	1,272 66
1833.			
3d quarter	G. S. Gaines and others	Services, wagon-hire, &c	2,889 88
1831.			
4th quarter	J. B. Earle	Services, wagon-hire, &c	5,316 17
	H. Davison and others	Hire of wagons, &c	10,304 10
	W. S. Colquhoun	Services	962 22
1832.			
1st quarter	J. M. West and others	Ferriage, hire of steamboats, &c	5,324 35
2d quarter	P. Muscogee and others	Services, horse-keeping, &c	117 28

A—Continued.

Date.	To whom paid.	For what paid.	Amount.
		ARTICLE 15, &c.—Continued.	
1834.			
3d quarter	Reuben Frailor and others	Services, &c	$561 04
	Reuben Frailor and others	Services, &c	563 75
1835.			
1st quarter	B. N. Doak and others	Services, &c	329 68
	William and Susy	Commutation	20 00
1835.			
2d quarter	R. McKinley and others	Services	45 89
1831.			
3d quarter	F. Berry and others	Horses, oxen, &c	1,037 50
	Samuel Collins and others	Services in removal	2,921 06
1832.			
1st quarter	Sundry teamsters and others	Services in removal	17,198 89
	Clark, Weir, and others	Beef, corn, &c	5,065 13
	John W. Bird and others	Provisions and transportation	10,669 54
	Willis Page and others	Services	2,034 66
	W. W. Rose and others	Beef, flour, &c	183 57
	James C. Drew and others	Provisions, transportation, &c	4,539 15
	Sundry persons	Services, transportation, &c	1,230 49
2d quarter	Boyd & Belding, and others	Provisions	30,776 26
	Steamer Elk and others	Transportation, services, &c	19,425 37
	Turner & Woodruff	Coffee, sugar, &c	564 50
1835.			
1st quarter	P. Campbell	Services	103 50
1833.			
1st quarter	R. E. Holford and others	Provisions, transportation, &c	3,586 77
	Jos. Bryan and others	Corn, fodder, and transportation	8,401 42
	Jos. Minton and others	Services	4,525 76
4th quarter	Jos. Wilson	Corn, beef, &c	1,080 30
	H. & L. Harper and others	Transportation and forage	5,033 88
	David Folsom and others	Services, collecting Indians, &c	3,575 30
1834.			
1st quarter	Wharton Rector and others	Subsistence and transportation	678 65
1832.			
4th quarter	W. H. Watson and others	Corn, flour, &c	63 06
1st quarter	J. Van Horne	Subsistence and transportation	607 84
4th quarter	D. W. White and others	Corn, ferriage, &c	165 04
	Marius Oury and others	Services of assistants	243 70
1834.			
1st quarter	J. J. Hammond and others	Beef, pork, and corn	416 99
	J. Van Horne	Transportation and baggage	49 50
1832.			
3d quarter	D. Miller and others	Transportation and subsistence	4,976 96
	Lieutenant Ryan and others	Teamsters, &c	5,114 55
4th quarter	Squire Griggs and others	Wagons, ferriages, and freight	22,127 85
	Ira Smoot and others	Services, repairing road, &c	4,544 39
1833.			
1st quarter	G. W. & J. McHenry and others.	Rations, bacon, &c	4,016 71
	T. Wilson and others	Transportation and supplies	16,421 13
1832.			
2d quarter	W. S. Colquhoun	Services	728 00
3d quarter	do	do	519 12
4th quarter	do	Services, hire of wagons, &c	242 40
1837.			
3d quarter	Isaac Jones and others	Commutation	1,880 00
	Jackson Leflore and others	do	1,940 00
	D. McCurtain and others	Services	1,261 63
1838.			
1st quarter	W. Armstrong and others	do	922 30
	G. W. Clarke and others	do	1,150 00
2d quarter	George S. Grant and others	Corn, beef, bacon	1,395 25
	Benjamin Laflore and others	Transportation	3,053 27
	G. W. Coffy and others	Enrolling and collating Indians	3,141 81
4th quarter	John D. Boyd and others	Services to disbursing agent	2,028 00
			813,927 07
		ARTICLE 16.—*For cattle.*	
1832.			
May	William Douglas	Services as agent to value cattle	150 00
1831.			
December 9	William Downing	Services valuing and selling cattle	265 75
	John Wade and others	Cattle	1,365 75
1833.			
June	Levy Davis and others	Furnishing cattle	3,892 12
	John Wade and others	Cattle	269 50
1834.			
4th quarter	Clark, Titsworth & Co	Furnishing cattle	6,110 54
3d quarter	W. Reetor	Transportation in purchasing cattle	524 00

A—Continued.

Date.	To whom paid.	For what paid.	Amount.
		ARTICLE 16, &c.—Continued.	
1836. 3d quarter	John W. Byrne	Appraising cattle	$565 25
	Benjamin Gaines	Stock turned over	604 37
1833.	P. N. Taylor and others	Branding and appraising cattle	354 00
	J. Wilson	do	182 00
			14,283 28
		ARTICLE 19.—*Fifty cents per acre in lieu of reservations.*	
1832. December	John Homa and 109 others	Lands relinquished in Laflore's district	5,160 00
	Captain James Gardner and 145 others.	do Nitachachees district	10,840 00
	Captain Oshboomah and 31 others.	do Mushalabubbee's district.	1,200 00
1833. December	Kanamatubbee and others	do Laflore's district	2,640 00
	Yoyachabi and others	do Nitachachees district	2,040 00
	Captain Oshboomah and others	do Mushalatubbee's district.	2,080 00
1834. 4th quarter	Tom Hays and others	do Laflore's district	640 00
	Kanamatubbee and others	do do	80 00
	Topanacheah and others	do Mushalatubbee's district.	160 00
			24,840 00
		ARTICLE 20.—*For erection of council-house for each chief, church for each district—limited to* $10,000.	
1836. 3d quarter	William Lowry	Building churches, Pushmatahaws district	994 75
4th quarter	W. E. Woodruff	Advertising proposals for building council-house, &c.	52 00
4th quarter	William Lowry	Building churches, &c	8,400 00
			9,446 75
		ARTICLE 20.—*For three blacksmiths for sixteen years.*	
1831. December	A. Carnahan	Services as smith, 4th quarter, 1831	150 00
1832. March	do	Services as smith, 1st quarter, 1832	150 00
January	Burke Johnson	Blacksmiths' tools	65 00
	John McClellan	do	19 25
	Thompson & Drennan	do	3 50
December	Jefferson Wallace	Services as smith for 1832	463 72
	O. C. Johnson	Services as striker	185 33
	A. Carnahan	Services as smith, 2d, 3d, and 4th quarters, 1832.	450 00
	Christian Spring	Services as smith, April and May, 1832	80 00
	Josiah Doak	Boarding smiths	174 85
	Josiah Doak	Tools and building shop	196 46
June	John Riddle	Hauling coal	7 00
	John Luke	Wood for coal	16 00
1833. December	A. Carnahan	Services as smith, 2d, 3d, and 4th quarters of 1833.	450 00
	Jefferson Wallace	do do do	450 00
	George Wallace	Services as striker, 1831	340 00
	William A. Moore	do 3d and 4th quarters of 1832.	180 00
	Josiah S. Doak	Coal	233 51
	Do	Tools	50
	J. P. Spencer	Building shop and coal wood	95 00
	Christian Spring	Coal	42 00
September	do	Services as smith, 1st quarter of 1833	120 00
	A. Carnahan	do do	150 00
October	S. Richbourg	Services as striker, 1st and 2d quarters of 1833.	153 00
	James Hickman	Charcoal	51 00
1834. 4th quarter	Christian Spring	Services as smith, 1st, 2d, and 3d quarters of 1834.	450 00
	Jefferson Wallace	do do do	450 00
	Israel Dodge	do do do	450 00
	B. F. Smith	Services as striker, 1st, 2d, and 3d quarters of 1834.	228 00

A—Continued.

Date.	To whom paid.	For what paid.	Amount.
		ARTICLE 20, &c.—Continued.	
1834. 4th quarter	O. C. Johnson	Services as striker, 1st, 2d, and 3d quarters of 1834.	$228 00
	J. B. Shanon	do do do	228 00
	Jefferson Wallace	Services as smith, 4th quarter of 1834	150 00
	Israel Dodge	do do	150 00
	Harris Frazier	Services as striker, 4th quarter of 1834	60 00
1836. 1st quarter	William Heartgraves	do 2d quarter of 1835	38 41
	Christian Spring	Services as smith, 4th quarter of 1834 and 1st quarter of 1835.	300 00
	Jefferson Wallace	do 1st and 2d quarters of 1835.	300 00
	Israel Dodge	do do do	300 00
	H. Frazier	Services as striker, 1st quarter of 1835	60 00
	Reuben Taylor	do do do	60 00
	C. Spring	Services as smith, 2d, 3d, and 4th quarters of 1835.	450 00
	H. Frazier	Services as striker, 2d, 3d, and 4th quarters of 1835.	180 00
	R. Taylor	do do do	180 00
	J. Wallace	Services as smith, 3d and 4th quarters of 1835.	300 00
	Big John	Services as striker, 4th quarter of 1835	60 00
	I. Dodge	Services as smith, 3d and 4th quarters of 1835.	300 00
	William Heartgraves	Services as striker, 3d quarter of 1835	60 00
	L. Harman	do 4th quarter of 1835	60 00
4th quarter	Franklin Baker	1,500 bushels of coal	150 00
	M. S. Tuttle	800 bushels of coal	64 00
	Thomas McCurtain	Services as striker, 3d and 4th quarters of 1836.	120 00
	L. Harman	do 1st and 2d quarters of 1836.	120 00
	Do	Services as smith, 3d and 4th quarters of 1836.	240 00
	I. Dodge	do 1st and 2d quarters of 1836.	240 00
	J. Wallace	do for the year 1836	480 00
	H. Frazier	Services as striker, for the year 1836	240 00
	C. Spring	Services as smith, for the year 1836	480 00
	Big John	do do	240 00
3d quarter	L. Harman	do 1st and 2d quarters of 1837.	300 00
	Thomas McCurtain	Services as striker, 1st and 2d quarters of 1837.	120 00
	C. Spring	Services as smith, 1st and 2d quarters of 1837.	300 00
	Big John	Services as striker, 1st and 2d quarters of 1837.	120 00
	George Nelson	Services as smith, 1st and 2d quarters of 1837.	300 00
	Isaac Nelson	Services as striker, 1st and 2d quarters of 1837.	120 00
	William Hall	627 bushels of coal	62 70
	I. Dodge	Use of shop and tools, 1st and 2d quarters of 1836.	60 00
4th quarter	L. Harman	Services as smith from July 1 to October 8, 1837.	163 15
	Do	Use of shop and tools, 3d and 4th quarters of 1836.	60 00
1838. 1st quarter	C. Spring	Services as smith, 3d and 4th quarters of 1837.	300 00
	Samuel McCurtain	do from October 15 to December 15, 1837.	84 50
	George Nelson	do 3d and 4th quarters of 1837.	300 00
	Big John	Services as striker, 3d and 4th quarters of 1837.	120 00
	Thomas McCurtain	do do do	120 00
	Isaac Nelson	do do do	120 00
1839. 2d quarter	J. S. Harris	Services as smith for the year 1838	600 00
	W. Black	do do	600 00
	T. McCurtain	Services as striker for the year 1838	240 00
	Big John	do do	240 00
	Sentanoah	do do	240 00
	James Farshurst	Coal	81 00
	John Garland	do	100 00

A—Continued.

Date.	To whom paid.	For what paid.	Amount.
		ARTICLE 20, &c.—Continued.	
1839.			
	Tissatubbee	do	$79 00
	C. Spring	Services as smith for the year 1838	600 00
4th quarter	J. S. Harris	do 1st and 2d quarters of 1839.	300 00
	William Black	do do do	300 00
	C. Spring	do do	300 00
	Jerry Ward	Services as striker, 1st and 2d quarters of 1839.	120 00
	W. Armstrong	do do do	120 00
	Tunnupayerhoomah	do do do	120 00
1840. 1st quarter	W. Black	Services as smith, 3d and 4th quarters of 1839.	300 00
	James S. Harris	do do do	300 00
	C. Spring	do do do	300 00
	William Armstrong	Services as striker, 3d and 4th quarters of 1839.	120 00
1840. 1st quarter	Jerry Ward	Services as striker, 3d and 4th quarters of 1839.	120 00
	Tunnupayerhoomah	do do do	120 00
4th quarter	D. McMahan	Services as smith for the year 1840	600 00
	Benjamin Wright	do do	600 00
	P. Juzon	do do	600 00
	J. Ward	Services as striker, 1st and 2d quarters of 1840.	120 00
	Do	do 3d and 4th quarters of 1840.	120 00
	P. Wright	do for the year 1840	240 00
	Tunnupayerhoomah	do do	240 00
	William M. Holloway	500 bushels of coal	50 00
	Do	Coal	39 40
1842. 3d quarter	Jos. Kincaid	do	25 00
	John Gore	do	100 00
	J. Folsom	do	100 00
	Benjamin Wright	Services as smith, 1st and 2d quarters of 1842.	300 00
	C. Spring	do do do	300 00
	P. Wright	Services as striker, 1st and 2d quarters of 1842.	120 00
	Tunnupayerhoomah	do do do	120 00
	Jerry Ward	do do do	120 00
	W. E. Parks	Services as smith from March 15 to June 30, 1842.	177 52
	D. McMahan	do from January 1 to March 14, 1842.	120 00
1843. 1st quarter	William E. Parks	do 2d and 3d quarters of 1842.	300 00
	J. Ward	Services as striker, 2d and 3d quarters of 1842.	120 00
	Noel Gardner	Coal	50 00
	Charles Stewart	do	50 00
	C. Spring	Services as smith, 3d and 4th quarters of 1842.	300 00
	B. Wright	do do do	300 00
	Tunnupayerhoomah	Services as striker, 3d and 4th quarters of 1842.	120 00
	P. Wright	Services as striker, 3d and 4th quarters, 1842.	120 00
3d & 4th qrs.	W. E. Parks	Services as smith, from July 1, 1842, to April 30, 1843.	200 00
	J. Ward	Services as striker, 1st and 2d quarters, 1843.	120 00
	C. Spring	Services as smith do	300 00
	H. Frazier	do do	300 00
	B. Wright	do do	300 00
	Tunnupayerhoomah	Services as striker do	120 00
	P. Wright	do do	120 00
	Noel Gardner	Coal	50 00
	Ebahnowatubbee	Coal	70 00
1844. 1st quarter	W. Roberts	Services as smith, last 8 months of 1843	400 00
	H. Frazier	Services as smith, 3d and 4th quarters of 1843.	300 00
	Jerry Ward	Services as striker do	120 00
	Tunnupayerhoomah	do do	120 00
	P. Wright	do do	120 00
2d quarter	C. Spring	Services as smith do	300 00
	Benjamin Wright	do do	300 00
	James N. Trahern	190 bushels coal	19 00
	L. A. Calvin	100 bushels stone coal	25 00

A—Continued.

Date.	To whom paid.	For what paid.	Amount.
		ARTICLE 20, &c.—Continued.	
1844.			
3d quarter	J. Ward	Services as striker, 1st and 2d quarters, 1844	$120 00
4th quarter	H. Frazier	Services as smith do	300 00
	W. J. Hockett	do do	300 00
	Tunnupayerhoomah	Services as striker do	120 00
	Iyarhishtambee	500 bushels coal	50 00
	J. Bethelet	do	50 00
	Susan Hall	150 bushels coal	15 00
1845.			
1st quarter	J. Batty	Services as smith, January 18 to September 30, 1844.	421 31
	C. Presser	Services as smith, January 1 to September 30, 1844.	450 00
	P. Wright	Services as striker do	180 00
	W. J. Hockett	Services as smith, 3d and 4th quarter, 1844	300 00
	H. Frazier	do do	300 00
	A. L. Porter	Services as smith, 4th quarter, 1844	150 00
	B. Wright	do do	150 00
	Tunnupayerhoomah	Services as striker, 3d and 4th quarters, 1844	120 00
	J. Ward	do do	120 00
	Jackson Frazier	Services as striker, 4th quarter, 1844	60 00
1845.			
2d quarter	Harris Frazier	Services as smith, 1st and 2d quarters, 1845	120 00
	Benjamin Wright	do do	300 00
	W. J. Hockett	do do	300 00
	J. Frazier	Services as striker do	120 00
	Tunnupayerhoomah	do do	120 00
	J. Ward	do do	120 00
	R. Kincaid	300 bushels coal	15 00
3d quarter	John Goar	500 bushels coal	50 00
4th quarter	Eyahishtambee	do	50 00
	Susan Hall	210 bushels coal	21 00
	W. J. Hockett	Services as smith, 3d and 4th quarters, 1845	300 00
1846.			
1st quarter	Jerry Ward	Services as striker do	120 00
	Benjamin Wright	Services as smith do	300 00
	J. Frazier	Services as striker do	120 00
	H. Frazier	Services as smith do	300 00
	Tunnupayerhoomah	Services as striker do	120 00
	Susan Hall	150 bushels coal	15 00
4th quarter	W. J. Hockett	Services as smith for year 1846	600 00
	G. W Harkins	do do	600 00
	A. L. Porter	do do	600 00
	J. Frazier	Services as striker do	240 00
	Tunnupayerhoomah	do do	240 00
	J. Ward	do do	240 00
	John McKinney	250 bushels coal	50 00
	Charles F. Stewart	500 bushels coal	50 00
	Noel Gardner	do	50 00
	J. N. Trahern	150 bushels coal	15 00
	Susan Hall	do	18 75
1847.			
4th quarter	C. F. Stewart	500 bushels coal	50 00
	Thomas Laflore	do	50 00
	William J. Hockett	Services as smith, 1st and 2d quarters, 1847	300 00
	Jerry Ward	Services as striker do	120 00
	G. W. Harkins	Services as smith for year 1847	600 00
	Tunnupayerhoomah	Services as striker do	240 00
	Sentanoah	Services as smith do	600 00
	Jack Folsom	Services as striker do	240 00
1848.			
4th quarter	Ebahameatubbee	500 bushels coal	50 00
			38,988 86
		ARTICLE 20.—*For millwright for five years.*	
1847.			
4th quarter	C. W. Flint	Millwright from October 1, 1846, to July 31, 1847.	500 00
	N. Johnson	Building mill in Pushmataha's district	330 00
	Joseph Hollis	Millwright from March 1 to May 15, 1842	125 00
	Levi Cady	Millwright from November 1, 1842, to to August 10, 1843.	458 33
1848.			
4th quarter	John Henderson	Millwright from January 1 to July 31, 1848	350 00
1843.			
1st quarter	Joseph Hollis	Millwright from April 19, 1841, to April 19, 1842.	600 00

A—Continued.

Date.	To whom paid.	For what paid.	Amount.
		ARTICLE 20, &c.—Continued.	
1851.			
September	Thomas Wall	Erection of mill	$486 67
December	Willis J. Harkins	Erection of horse-mill	200 00
			3,050 00
		ARTICLE 20.—*For 2,100 blankets.*	
1832.			
September	S. C. Bell	Freight from Philadelphia to New Orleans	44 08
	J. Blackwell	Drayage	4 56
1832-'33-'34	Nitachachee and Thos. Laflore, as per acknowledgment of principal chiefs.	2,100 blankets	7,428 06
			7,496 70
		ARTICLE 20.—*For rifles, moulds, &c., o each emigrating warrior.*	
1831.			
November	W. Lelifield	Wagoning powder	12 00
December	Henry Deringer	Transportation of rifles, &c	252 80
September	do	do	348 10
December	Union Insurance Company	Insurance on 36 boxes rifles	70 20
1832.			
May	Geo. W. Tryon	Transportation of rifles	87 75
June	Ordnance department	Expense of powder kegs	253 62
December	Josiah S. Doak	Provisions while issuing guns	76 50
August	Brig Ella	Freight from Philadelphia to New Orleans	39 19
September	J. Blackwell	Drayage	10 82
	Ship Helen Mar	Freight from Philadelphia to New Orleans	18 32
July	A. Bosque	Storage for powder	72 10
	John Peach	Transportation of powder	87 50
	Brig Ella	Freight of powder	105 00
1832-'33-'34	Nitachachee and Thos. Laflore, as per acknowledgment of principal chiefs.	2,874 rifles	35,925 00
	Do	16,000 flints	606 58
	Do	14,532 pounds powder	2,906 40
	Do	23,272 pounds lead	2,327 20
	Do	18 pistols	326 00
1834.			
3d quarter	A. Drane and others	Transportation	209 81
1836.			
3d quarter	Thomas Walden and others	do	234 42
			43,969 31
		ARTICLE 20.—*For axes, ploughs, hoes, wheels, and cards, 1,000 each.*	
1832.			
April	Riddle, Forsyth & Co	Transportation of hoes, axes, and ploughs	518 17
February	Hugh Knox	Hauling ploughs	3 50
March	John Rogers	do	6 00
1833.			
November	Riddle & Forsyth	Transportation of 500 ploughs	187 50
1832-'33-'34.	Nitachachee and Thos. Laflore, as per acknowledgment of principal chiefs.	1,000 axes	1,416 66
	Do	1,000 hoes	400 00
	Do	1,000 ploughs	4,500 00
	Do	40 dozen cards	200 00
1836.			
3d quarter	W. E. Woodruff	Advertising for wheels	24 37
1840.			
4th quarter	John Scott	589 wheels	2,945 00
1841.			
2d quarter	Thos. Everidge	191 wheels	955 00
1844.			
2d quarter	Wm F. Eustis & Co	820 cards	334 00
			11,490 20
		ARTICLE 20.—*For four hundred looms.*	
1834.			
December	Jacob Senneff	800 reeds and 400 heddles	$953 53
1843.			
1st quarter	Folsom, Nail & Everidge	312 looms	6,240 00
			7,193 53

A—Continued.

Date.	To whom paid.	For what paid.	Amount.
		ARTICLE 20.—*For one ton of iron and 200 pounds of steel annually, to each district, for sixteen years.*	
1832.			
March	A. Carnahan	300 pounds iron and 30 pounds steel	$37 50
January	John McClellan	1,790 pounds iron and 21 pounds steel	138 40
1832–'33–'34.	R. L. Barker & H. Derringer	15,393 pounds iron and steel	937 09
1836.			
1st quarter	Woods, Stocker & Co	6,321 pounds iron	381 60
3d quarter	Thos. Tunstann	Freight on iron	40 91
1837.			
3d quarter	J. Hawkins and others	Transportation of iron	144 59
1839.			
2d quarter	John Denson	Hauling iron	80 00
	A Larkin	do	80 00
	Steamboat Elk	Freight of iron	175 47
1840.			
1st quarter	Drennen & Scott	8,000 pounds iron	760 00
	J. R. Berthelet	2,000 pounds iron	262 60
4th quarter	V. Brashears	Hauling iron	12 50
	Benj. Johnson	do	125 00
1841.			
1st quarter	R. Houston	Iron	747 68
2d quarter	W. M. Holloway	Hauling iron	20 00
	Do	do	50 00
1842.			
2d quarter	J. Worley	do	100 00
	Scott, White & Co	8,000 pounds iron	760 00
	W. M. Holloway	Hauling iron	120 00
4th quarter	J. G. King	do	80 00
1843.			
2d quarter	C. G. Scott	8,000 pounds iron and 800 pounds steel	1,080 00
1844.			
1st quarter	Berthelet, Heald & Co	6,000 pounds iron and 600 pounds steel	607 50
1845.			
2d quarter	Do	6,000 pounds iron and 600 pounds steel	607 50
1848.			
2d quarter	Scott, White & Co	6,000 pounds iron and 600 pounds steel	576 00
1836.			
4th quarter	Thomas Walden	Transportation of iron	60 00
	H. B. Howell	do	66 81
			8,051 15

RECAPITULATION.

Article of treaty.	Object.	Amount.
15th article	Outfit for captains	$4,509 81
16th article	Removal and subsistence	813,927 07
Do	Cattle	14,283 28
19th article	50 cents an acre, in lieu of reservations	24,840 00
20th article	Erection of council-house, house for each chief, and church for each district, limited to $10,000.	9,446 75
Do	3 blacksmiths for 16 years	38,988 86
Do	Millwright for 5 years	3,050 00
Do	2,100 blankets	7,496 70
Do	Rifle, moulds, &c., to each emigrating warrior	43,969 31
Do	Axes, ploughs, hoes, wheels, and cards, 1,000 each	11,490 20
Do	400 looms	7,193 53
Do	1 ton of iron and 200 pounds steel annually, to each district, for 16 years.	8,051 15

I.

DEPARTMENT OF THE INTERIOR,
General Land Office, March 21, 1860.

SIR: A tedious and laborious investigation was necessary to obtain the information requested in the letter addressed to this office by the

Acting Commissioner of Indian Affairs on the 26th March, 1859, and which I have now the honor to communicate, as follows:

1st. According to the plats of survey on file in this office, the whole number of acres of land embraced in the cession made by the Choctaws in the treaty of September 27, 1830, 10,423,139 acres.

2d. The portion thereof which had been sold by the United States on the 1st day of January, 1859, is 5,912,664.63 acres.

3d. The cost of "surveying" and "selling" merely, not including annuities, &c., of these particular lands, as stated in a report made to your office on the 1st of May, 1858, is ten cents per acre.

4th. "The aggregate amount received for this portion so sold," $7,556,568.05.

5th. The quantity of land contained in all the "reservations allowed and secured" under the provisions of said treaty is 334,101.02 acres.

I am, sir, very respectfully, your obedient servant,

JOSEPH S. WILSON,
Commissioner.

Hon. ALFRED B. GREENWOOD,
Commissioner of Indian Affairs.

I—Continued.

Statement of account with the Choctaw Indians, in conformity with the resolutions and decision of the Senate of the United States of March 9, 1859.

			Acres.
Total area of the lands ceded by the Choctaws by the treaty of September 27, 1830			10, 423, 139. 69
Area of the reservations "allowed and secured," which are to be deducted and excluded from computation in the account.			334, 101. 02
Leaving			10, 089, 038. 67
Quantity sold up to January 1, 1859			5, 912, 664. 63
Residue of said lands (Of this residue, 2,292,766 acres has been disposed of under the swamp-land act and grants for railroad and school purposes up to January 1, 1859.)			4, 176, 374. 04
The proceeds of the sales of the lands sold up to January 1, 1859, viz, 5,912,664.63 acres, amounted to			$7, 556, 568 05
The residue of said lands, viz, 4,176,374.04 acres, at 12½ cents per acre, amounts to			522, 046 75
			8, 078, 614 80
From which sum the following deductions are to be made:			
1st. The cost of the survey and sale of the lands, viz, 10,423,139.69 acres, at 10 cents per acre		$1, 042, 313 96	
2d. Payments and expenditures under the treaty, which are as follows:			
Fifteenth article.			
Salaries of chiefs for 20 years	$12, 921 25		
Pay of speaker of 3 districts for 4 years	354 66		
Pay of secretary for same period	550 00		
Outfit and swords to captains, 99 in number	4, 930 56		
Pay to the same, at $50 per year, for 4 years	19, 604 65		
		38, 361 12	
Sixteenth article.			
Removal and subsistence, per statement of Second Auditor	$813, 927 07		
On same account, per additional statement made in this office for expenditures from 1838 to date	401, 556 17		
	$1, 215, 483 24		
Amount paid for cattle	14, 283 28		
		1, 229 766 52	

I—Continued.

Seventeenth article.			
Annuity of $20,000 for 20 years	.....	400,000 00	
Nineteenth article.			
Fifty cents per acre for reservations relinquished	24,840 00		
Amount to orphans for reservations	120,826 76		
		145,666 76	
Twentieth article.			
Education of 40 youths for 20 years	217,260 73		
Council-house, house for each chief, and church for each district	9,446 75		
$2,500 annually for support of three teachers for 20 years	50,000 00		
Three blacksmiths 16 years	38,988 86		
Millwright for 5 years	3,050 00		
2,100 blankets	7,496 70		
Rifles, moulds, &c., to each emigrating warrior	43,969 31		
1,000 axes, ploughs, hoes, wheels, and cards	11,490 20		
400 looms	7,193 53		
1 ton iron and 200 weight of steel, annuity to each district for 16 years	8,051 15		
		396,947 23	
Twenty-first article.			
Annuity to Wayne warriors	.....	1,818 76	
3d Scrip allowed in lieu of reservations, viz, 1,399,920 acres, at $1.25 per acre	.....	1,749,900 00	
Payments made to meet contingent expenses of the commissioners appointed to adjust claims under the 14th article of Choctaw treaty of September 27, 1830	.....	51,320 79	
For various expenses growing out of the location and sale of Choctaw reservations and perfecting titles to the same, including contingent expenses, such as pay of witnesses, interpreters, &c., incurred in executing the act of March 3, 1837, and subsequent acts relative to adjusting claims under the 14th article of the treaty of 1830	.....	21,408 36	
For payments made for Choctaw account, being for expenses incurred in locating reservations under the treaty with said tribe of September 27, 1830	.....	19,864 00	
Total amount of charges	.....	5,097,367 50	$8,078,614 80
Which deducted from the proceeds of the lands sold, and the "residue of said lands," at 12¼ cents per acre	.....	.....	5,097,367 50
Leaves a balance due to Choctaws of	.....	.....	2,981,247 30

OFFICE INDIAN AFFAIRS, *March* 22, 1860.

NOTE.—It is to be observed that under the 2d article of the treaty of 1830 a patent was issued to the Choctaws for the country west of Arkansas, estimated to contain 15,000,000 acres. Subsequently the Chickasaws, with the consent of the United States, purchased a portion of this tract at $530,000, which sum the United States paid out of the trust fund belonging to the Chickasaws. Under the treaty of 1855 the Choctaws relinquished all their right to that portion of said tract west of the 100th meridian and leased that portion between the 98th and 100th degree of west longitude, for which the United States paid the sum of $600,000. If these sums are to be regarded as "payments under the treaty" of 1830 the amount due the Choctaws will be $1,851,247 30.

B.—Payments made for and on account of removal and subsistence of Choctaw Indians in addition to those given by the Second Auditor, being subsequent to the time embraced in his statement as to this item.

Date.	To whom paid.	For what paid.	Amount.
1843.			
Mar. 7	John J. McRae, contractor	Removal and subistence of Choctaws	$10,000 00
1845.			
June 2	H. N. Barstow	In settlement of his accounts for removal, &c., of Choctaws.	850 00
5	Colonel William Armstrong, acting superintendent, &c.	Expenses connected with the emigration	2,000 00
Aug. 8	H. N. Barstow	Disbursements as agent for the emigration in 1844 and 1845,	1,252 24

B—Continued.

Date.	To whom paid.	For what paid.	Amount.
1843.			
Sept. 5	Richard Smith	On account of emigration and subsistence	$12,908 00
5	Lockwood & Co	do	473 69
5	George Hastings & Co	do	391 36
5	William Gunton	do	2,000 00
5	Corcoran & Riggs	do	2,050 00
5	Alex. Anderson and H. N. Barstow, attorneys for John B. Forester, Samuel Cobb, and James Pickens, contractors.	On account of emigration of Choctaws	13,807 51
Oct. 7	L. French	Services in superintending the issue of provisions.	140 00
Sept. 12	Joseph Bryan, amount due Bartlett, Heald & Co., assignees of Alex. Anderson and others, contractors.	105,643 rations issued to Choctaws after emigration.	5,788 18
1846.			
Feb. 10	Winslow & Perkins	112,765 rations to Choctaws after emigrating, by A. Anderson and others, contractors.	6,178 39
June 6	Corcoran & Riggs	752 Choctaw Indians emigrated by contractors, part of account.	4,000 00
6	William B. Hart, attorney for A. Anderson and others.	752 Choctaw Indians emigrated by contractors, balance of account.	16,089 68
9	do do	Account found due for subsistence of Choctaws.	10,275 64
24	Colonel William Armstrong, acting superintendent, &c.	To cover his estimate of expenses on account of removal, &c.	8,051 75
29	Joseph Bryan	A. Anderson and others' account for 26,933 rations to Choctaw Indians.	1,475 65
Sept. 22	do	A. Anderson and others' account for 77,086 rations to Choctaw Indians.	4,223 54
23	Charles Fisher	Part of his account for provisions, &c., Choctaws.	761 84
1847.			
Feb. 3	Joseph Bryan	Provisions to emigrant Choctaws, by A. Anderson and others, contractors.	3,884 33
10	do	Account of A. Anderson and others for emigrating 360 Choctaws.	9,617 40
17	do	Account of A. Anderson and others for subsisting Choctaws.	5,241 38
April 20	do	Account of A. Anderson and others for emigrating 683 Choctaws.	18,246 34
May 3	A. M. M. Upshaw	Removal of Choctaws west	20 00
July 9	Joseph Bryan	Account of A. Anderson and others for emigrating 375 Choctaws.	10,018 12
Aug. 25	do	Account of A. Anderson and others for furnishing rations to emigrant Choctaws.	12,398 41
Sept. 3	do	Account of A. Anderson and others for 51,420 rations issued to Choctaws.	2,817 53
3	do	Account of A. Anderson and others for 8,171 rations issued to Choctaws.	447 70
14	do	Account of A. Anderson and others for emigrating 180 Choctaws.	4,808 70
18	do	Account of A. Anderson and others for 8,270 rations issued to Choctaws.	453 15
Nov. 10	do	Account of A. Anderson and others for 76,047 rations issued to Choctaws.	4,060 10
30	Samuel M. Rutherford, acting superintendent, &c.	Expenses of emigration of Choctaws	6,000 00
30	Thomas C. Stuart, assistant superintendent Choctaw emigration.	Travelling expenses and interpreter	300 00
1843.			
Mar. 16	John J. McRae	Subsistence of Choctaws	5,000 00
Sept. 15	J. B. Forrester	do	1,079 50
Oct. 30	Hon. W. M. Gwin	Account of J. B. Forrester for subsistence of Choctaws.	2,090 00
1844.			
July 25	John J. McRae, disbursing agent.	Subsistence of Choctaws' claimants	6,000 00
Dec. 31	Charles Fisher	do	255 46
1848.			
Jan. 4	Joseph Bryan	Account of Alex. Anderson and others for 147,578 rations issued to Choctaws.	8,086 48
Feb. 22	Philip Woodson	Advertising proposals for subsistence to Choctaws.	9 00
Mar. 3	Gales & Seaton	do	42 00
7	J. Bayou	do	27 00
9	John C. Merrill	do	24 00
17	S. R. Adams	do	13 50

B—Continued.

Date.	To whom paid.	For what paid.	Amount.
1848.			
Mar. 17	William E. Woodruff	Advertising proposals for subsistence to Choctaws.	$14 00
17	James G. Shephard	do	34 00
21	Sanford & Wilson	do	25 50
22	Davis, Corcoran & Co	do	31 50
April 3	Price & Hall	do	16 00
May 1	Ritchie & Heiss for L. Pickering & Co.	do	28 00
April 14	Ritchie & Heiss	do	38 50
15	Joseph Bryan	Account of A. Anderson and others for 49,515 rations issued to Choctaws.	2,713 15
1848.			
May 10	Joseph Bryan	Account of A. Anderson and others for 19,019 rations issued to Choctaws.	1,042 13
12	Charles Fisher	Balance in part of his account for subsistence of Choctaw claimants.	200 00
20	Samuel M. Rutherford, acting superintendent, &c.	Pay of commissaries and for emigration purposes of Choctaws.	5,564 00
July 25	Charles Fisher	Part of his account for subsistence of Choctaw claimants.	103 40
Aug. 4	Joseph Bryan	Account of A. Anderson and others for subsistence of 180 emigrant Choctaws.	798 90
31	do	Account of A. Anderson and others for 10,947 rations issued to Choctaws.	599 84
Sept. 16	Lanphier & Walker	Advertising proposals for subsistence to Choctaws.	8 00
Oct. 11	Chapmam & Spann	do	22 75
Nov. 10	Thomas C. Stuart, assistant superintendent Choctaw emigration.	On account of expenses of removal, &c.	3,500 00
13	Samuel M. Rutherford, acting superintendent, &c.	do	5,000 00
Dec. 11	Gerard, Day & Co	Advertising proposals for subsistence to Choctaws.	29 25
1849.			
July 6	Thomas C. Stuart, assistant superintendent, &c.	On account of expenses of removal, &c.	1,000 00
14	Campbell, Martin & Co	Advertising proposals for Choctaw subsistence	8 75
18	Corcoran & Riggs	Robert B. Kirkland's account for removing 112 Choctaws.	2,991 52
Aug. 8	John Drennen, acting superintendent of Choctaw agency.	On account of removal, &c., of Choctaws	6,000 00
Aug. 14	Thomas C. Stuart, assistant superintendent, &c.	On account of expenses of removal of Choctaws.	1,000 00
23	John Drennen, acting superintendent Choctaw agency.	do do	3,194 04
18	Henry L. Scott, assistant superintendent, &c.	do do	2,000 00
Dec. 27	Henry L. Scott, assistant superintendent, &c.	do do	4,900 00
1850.			
Mar. 26	John Drennen, acting superintendent, &c.	do do	6,000 00
June 13	Henry L. Scott, ass't superintendent, &c.	do do	4,025 00
Aug. 6	Ely S. Mitchell	Rations to Choctaws under his contract	6,817 06
26	Joseph Bryan	Account of L. C. Quinn for 27,440 rations to Choctaws.	1,152 48
Sept. 30	John Drennen, acting superintendent, &c.	On account of Choctaws' emigration	1,000 00
Oct. 9	John Drennen, acting superintendent, &c.	do do	7,000 00
29	Reverend T. C. Stuart, late assistant superintendent, &c.	On account of Choctaw emigration, balance due him on settlement.	214 82
1851.			
July 26	Joseph Bryan	Part of W. B. Hart's account for subsistence of horses, &c., belonging to emigrant Choctaws.	4,637 00
26	Corcoran & Riggs	Balance of W. B. Hart's account for subsistence of horses, &c., belonging to emigrant Choctaws.	2,500 00
28	John Drennen, superintendent, &c.	On account of expenses of removal of Choctaws west.	5,000 00
Aug. 23	Geo. W. Clark	do do	450 55
Sept. 11	J. H. Bowman, special agent, &c.	On account of expenses of paying out Choctaw scrip.	1,000 00
19	Henry L. Scott, assistant superintendent, &c.	On account of expenses of removal of Choctaws.	5,000 00
Dec. 6	J. H. Bowman, special agent, &c.	On account of expenses of paying out scrip	200 00

B—Continued.

Date.	To whom paid.	For what paid.	Amount.
1852. Jan. 24	Selden, Withers & Co	Balance due J. H. Bowman, special agent, &c., for paying out scrip.	$1,211 45
Feb. 3	F. S. Hunt, assistant superintendent, &c.	Expenses of removing Choctaws	5,000 00
April 10	Joseph Bryan	Sapparans & Johnson's account for cows and calves to emigrant Choctaws.	251 00
June 26	John Drennen, superintendent, &c.	Expenses of removal	5,000 00
May 22	John S. McCracken	Advertising proposals for subsistence of Choctaws.	9 00
June 21	F. S. Hunt, assistant superintendent, &c.	Expenses of removal	5,000 00
1852. July 12	do do	Expenses of removal, &c	5,000 00
Nov. 30	do do	do	5,000 00
1853. Jan. 18	Selden, Withers & Co	Expenses of removal, balance due J. H. Bowman, late special agent.	133 50
27	John Drennen, superintendent, &c.	Expenses of removal, balance	5,000 00
Mar. 21	F. S. Hunt, assistant superintendent, &c.	do do	5,000 00
July 21	Thomas S. Drew, superintendent, &c.	Expenses of removal	5,000 00
Sept. 1	James M. Carlisle and Philip R. Fendall.	Expenses of removal, amount allowed Wm. B. Hart by decision of Sec'ry of Interior.	37,412 00
21	J. J. Smith	Removal of 17 Choctaws, who died en route	397 75
1854. May 12	Douglas H. Cooper, Indian agent.	Expenses of removal, &c	38,000 00
1838. Feb. 5	Capt. S. T. Cross, superintendent, &c.	do	1,000 00
Mar. 14	do do	do	3,500 00
April 25	do do	do	3,000 00
1838. June 9	Capt. S. T. Cross, superintendent, &c	Expenses of removal, &c	2,775 00
July 28	do do	do	815 00
1842. Aug. 29	Isaac McFarran, receiver, &c	do	5,000 00
1843. Mar. 16	John J. McRae, agent, &c	do	3,000 00
June 14	do	do	444 25
Oct. 19	do	do	635 75
			427,102 41

		From which deduct—		
1845	Sept. 13	This amount refunded by Samuel H. Porter, disbursing agent, &c.	$10,000 00	
1846	Jan. 2	This amount refunded by John J. McRae, late removing and disbursing agent for Choctaws.	1,197 13	
1848	Feb. 8	This amount refunded by Wm. Armstrong, acting superintendent, &c.	566 90	
1848	April 25	do do	25	
1852	30	This amount refunded by Henry L. Scott, late assistant superintendent, &c.	5,000 00	
1852	Sept. 30	This amount refunded by Scott, Baker & Co. on account of H. L. Scott, deceased.	4 69	
1853	July 2	This amount refunded, being value of public property in hands of H. L. Scott.	3 00	
1853	Dec. 1	This amount refunded by F. L. Hunt, late assistant superintendent Choctaw removal.	1,917 35	
1856	May 27	do do	2 00	
1857	April 10	This amount refunded by Samuel T. Cross, superintendent and disbursing agent, &c.	119 25	
1858	Dec. 3	do do	352 42	
1858	15	This amount refunded by D. H. Cooper, Indian agent	6,383 25	
				25,546 24
				401,556 17

OFFICE INDIAN AFFAIRS, *March* 22, 1860.

C.—*Statement of payments made to Choctaw orphans, for and on account of reservations, under the 19th article of the treaty of September 27, 1830, with the Choctaw Indians.*

Date.	On what account.	Amount.
Apr. 23, 1850	This amount of principal, from proceeds of sale of their lands invested in United States stocks and sold in 1830, remitted to John Drennen, superintendent, &c., and through him disbursed for their benefit	$39,539 15
Oct. 7, 1850	Requisition No. 615, in favor of Joseph Bryan, present attorney for G. W. Harkins, and for G. W. Harkins, assignee to P. P. Pitchlynn, being the amount of their account for 15 per cent. of the sum of $23,000 due Choctaw orphans	3,450 00
Oct. 9, 1850	Requisition No. 620, in favor of John Drennen, acting superintendent, &c., present, on account of proceeds of lands sold for Choctaw orphans	19,550 00
May 15, 1851	Requisition No. 1045, in favor of Charles Borland, commissioner, &c., on account of expenses connected with the adjustment of Choctaw orphans' claims for land	417 23
July 17, 1851	Requisition No. 1121, in favor of G. W. Harkins, and for G. W. Harkins as assignee of P. P. Pitchlynn, care of Joseph Bryan, present, being the amount of their account for services rendered in prosecuting the business connected with the settlement of the reservation claims of Choctaw orphans, 15 per cent. on $22,100, collected, &c	3,315 00
Aug. 15, 1851	Requisition No. 1161, in favor of John Drennen, superintendent, &c., Van Buren, Arkansas, on account of interest, &c., due Choctaw orphans	14,000 00
Nov. 3, 1851	Requisition No. 1226, in favor of Oscar F. Bledsoe, Carrollton, Mississippi, being in part of the amount allowed him by decision of the Secretary of the Interior, being a commission of 5 per cent. on $32,426.27, the amount of sundry notes given for the purchase of Choctaw orphan lands by sundry individuals, for which suits were instituted in the United States courts of Miss., per certificate Second Comptroller	1,459 18
Nov. 3, 1851	Requisition No. 1227, in favor of C. Abert, attorney, &c., being 10 per cent. on the amount of $1,621.31, allowed to O. F. Bledsoe, per certificate Second Comptroller	162 13
Feb. 13, 1852	Requisition No. 1325, in favor of Chas. Borland, commissioner, &c., on account of expenses connected with the adjustment of the Choctaw orphans' land claims	2,130 00
Apr. 16, 1852	Requisition No. 1365, in favor of O. S. X. Peck, assignee, &c., being 15 per cent. on $810.65, and in part of the amount allowed Woodson L Ligon, at the rate of 2½ per cent. commission on the sum of $32,426.27, the amount of certain bonds and notes (including interest thereon to June 4, 1849) of sundry persons, given for the purchase of Choctaw orphan lands, for which suits were instituted in the United States courts of Miss., per certificate of Second Comptroller	121 60
Apr. 16, 1852	Requisition No. 1366, in favor of Woodson L. Ligon, Aberdeen, Miss., being in part of the amount of $810.65 allowed him, at the rate of 2½ per cent. on $32,426.27, the amount of certain bonds and notes (and interest thereon to June 4, 1849) of sundry persons, given for the purchase of Choctaw orphan lands, for which suits were instituted in the United States courts of Miss., per certificate of Second Comptroller	689 05
July 22, 1852	Requisition No. 1451, to Joseph Bryan, attorney, &c., being the amount of G. W. Harkins' and P. P. Pitchlynn's account, 15 per cent. allowed them (per agreement) on $17,130, collected by Colonel Borland, commissioner, &c., in February and June, 1852, per certificate of Second Comptroller	$2,569 50
Sept. 11, 1852	Requisition No. 1506, remitted to Phil. H. Raniford, Indian agent, &c., New Orleans, on account of trust fund interest due Choctaw orphans	17,563 81
Feb. 1, 1853	Requisition No. 1651, remitted to Hon. S. Borland, U. S. Senate, attorney, &c., of administratrix of William Frahern, deceased, being the amount due him for services rendered in locating Choctaw orphan reservations, between August 12, 1833, and March 21, 1836. Number of days employed, 200, at $5 per day, per certificate of Second Comptroller	1,000 00
Jan. 4, 1856	Requisition No. 2648, in favor of Alexander & Sneed, Savannah, being amount of their account for advertising the sale of Choctaw orphan lands, to December, 1855, per certificate of Second Comptroller	49 95
	Requisition No. 2649, in favor of Holden & Wilson, Raleigh, N. C., being the amount of their account for advertising sale of Choctaw orphan lands, to December, 1855, per certificate of Second Comptroller	63 75
Jan. 10, 1856	Requisition No. 2655, in favor of William H. Worthington, Columbus, Miss., being amount allowed him for advertising sale of Choctaw orphan lands, per certificate of Second Comptroller	60 00
Jan. 16, 1856	Requisition No. 2662, in favor of Edward Pickett, jr., Jackson, Miss., being amount allowed him for advertising sale of Choctaw orphan lands, per certificate of Second Comptroller	60 00
Feb. 11, 1856	Requisition No. 2688, in favor of E. Barkesdale, Jackson, Miss., being amount allowed him for advertising sale of Choctaw orphan lands in Mississippi, per certificate of Second Comptroller	56 25
Feb. 12, 1856	Requisition No. 2690, remitted to Moses Kelly, disbursing clerk of the Department of the Interior, on account of trust fund interest due Choctaw orphans. (Reservation)	252 00
July 12, 1856	Requisition No. 2875, remitted to Moses Kelly, disbursing clerk of the Department of the Interior, on account of trust fund interest due Choctaw orphans. (Reservation)	63 75
Aug. 30, 1856	Requisition No. 3101, remitted to Douglass H. Cooper, Indian agent, &c., New Orleans, La., on account of trust fund interest due Choctaw orphans. (Reservation)	25,000 00

C.—Continued.

Date.	On what account.		Amount.
Mar. 3, 1857	Requisition No. 3385, in favor of E. C. Walthall, Coffeeville, Miss., being balance due him on settlement of his account as commissioner to appraise and sell Choctaw orphan lands, as allowed by the Secretary of the Interior, per certificate of Second Comptroller		$122 39
Mar. 26, 1857	Requisition No. 3421, in favor of Forsyth & Harris, Mobile, Ala., being the amount of their account for advertising sale of Choctaw orphan lands, per certificate of Second Comptroller		49 50
July 18, 1857	Requisition No. 3653, remitted to Douglass H. Cooper, Indian agent, &c., on account of trust fund interest due Choctaw orphans. (Reservation)		9, 508 00
Dec. 31, 1857	Requisition No. 3850, in favor of H. H. Worthington, Columbus, Miss., being the amount of his account for publishing the sale of Choctaw orphan lands in the Columbus Democrat, per certificate of Second Comptroller		$24 00
Jan. 26, 1858	Requisition No. 3884, in favor of McClanahan, Trousdale & Dill, Memphis, Tenn., being the amount of their account for advertising sale of Choctaw orphans' reservation, per certificate of Second Comptroller		26 25
Jan. 26, 1858	Requisition No. 3886, in favor of R. Adams, Paulding, Mississippi, being the amount of his account for advertising sale of Choctaw orphan reservations, per certificate of Second Comptroller		13 12
May 18, 1858	Requisition 4024, in favor of E. Barksdale, Jackson, Mississippi, being the amount of his account for advertising "notice of the sale of Choctaw orphan lands," &c., per certificate of Second Comptroller		10 50
Aug. 30, 1858	Requisition No. 4195, remitted to Elias Rector, superintendent, &c., on account of trust fund interest due Choctaw orphans, &c		1, 561 00
July 21, 1859	This amount remitted to Thos. A. Falconer, Holly Springs, Mississippi, per requisition 4556		20 62
			142, 907 73
	From which deduct—		
May 29, 1857	This amount refunded into the treasury by Douglas H. Cooper, Indian agent, &c	$16, 024 80	
July 1, 1858	This amount refunded by Elias Rector, superintendent, &c	1, 561 00	
Dec. 15, ——	This amount refunded by D. H. Cooper	4, 495 17	
			22, 080 97
			120, 826 76

OFFICE INDIAN AFFAIRS, *March* 22, 1860.

D.—*Statement of payment and expenditures for certain objects under the provisions of the treaty of September* 27, 1830, *with the Choctaw Indians, as shown by the report of the Second Auditor of the Treasury, revised and corrected by the Office of Indian Affairs, made on the* 1st *of February,* 1855, *under a resolution of the Senate of the United States, adopted March* 10, 1853.—(*See Senate Executive Doc. No.* 64, *second session Thirty-third Congress.*)

ARTICLE 15.

Salaries of chiefs for 20 years	$12,921 25
Pay of speakers of 3 districts for 4 years	354 66
Pay of secretaries for same period	550 00
Pay of 99 captains, same period	19,604 65

ARTICLE 17.

Annuity of $20,000 for 20 years	400,000 00

ARTICLE 20.

Education of 40 youths for 20 years	217,260 73
$2,500 annually for support of 3 teachers 20 years	50,000 00

ARTICLE 21.

Annuities to Wayne warriors	1,818 76
	702,510 05

For details of said payments see Senate document above referred to.

OFFICE INDIAN AFFAIRS, *March* 22, 1860.

E.—*Statement of payments made to meet contingent expenses of the commissioners appointed to adjust claims to reservations under 14th article of treaty with Choctaws of September 27, 1830.*

Date.	On what account.	Amount.
Jan. 9, 1838	R. M. Gaines, district attorney	$500 00
Jan. 19, 1838	P. D. Vroom, commissioner	1,565 75
Jan. 22, 1838	James Murray, commissioner	1,416 67
Jan. 22, 1838	Jonathan Pinckney, commissioner	408 33
Feb. 7, 1838	P. D. Vroom, commissioner	750 00
Feb. 7, 1838	J. Pinckney, commissioner	91 67
Feb. 7, 1838	do	283 33
Feb. 7, 1838	R. M. Gaines, district attorney	500 00
Feb. 7, 1838	James Murray, commissioner	333 33
Feb. 7, 1838	do	416 67
April 4, 1838	Hon. E. Curtis, per order John Ellis	700 00
May 4, 1838	R. M. Gaines. district attorney	605 54
June 8, 1838	P. D. Vroom, commissioner	750 00
June 12, 1838	J. Pinckney, commissioner	625 00
June 29, 1838	P. R. R. Pray, commissioner	1,500 00
June 29, 1838	do	250 00
July 7, 1838	James Murray, commissioner	750 00
July 13, 1838	P. D. Vroom & Murray	500 00
Aug. 4, 1838	James Murray	250 00
Aug. 6, 1838	P. D. Vroom	184 25
Aug. 8, 1838	do	1,815 75
Aug. 9, 1838	J. Pinckney	219 28
Aug. 10, 1838	George Thomas, per order Vroom & Murray	750 00
Aug. 24, 1838	R. M. Gaines, district attorney	750 00
Sept. 26, 1838	W. Goodman, per order Roger Barton	1,500 00
Nov. 16, 1838	R. M. Gaines	250 00
Feb. 12, 1839	James Murray	750 00
July 13, 1840	R. M. Gaines	644 46
Jan. 12, 1843	Ralph Graves, commissioner	319 29
Jan. 12, 1843	John F. H. Claiborne, commissioner	319 29
Feb. 13, 1843	do	215 27
Feb. 13, 1843	Ralph Graves, commissioner	215 27
Mar. 14, 1843	John F. H. Claiborne, commissioner	100 00
May 4, 1843	P. Bayley, secretary, &c	428 00
May 6, 1843	J. F. H. Claiborne, commissioner	309 73
May 19, 1843	Ralph Graves, commissioner	625 00
May 22, 1843	J. F. H. Claiborne, commissioner	205 47
June 1, 1843	William Tyler, commissioner	625 00
Aug. 5, 1843	Cashier Farmers' Bank of Virginia, P. Bayley, secretary, &c	375 00
Aug. 31, 1843	William Tyler, commissioner	625 00
Sept. 19, 1843	J. F. H. Claiborne, commissioner	833 33
Sept. 25, 1843	Ralph Graves, commissioner	833 33
Oct. 23, 1843	do	363 00
Dec. 5, 1843	William Tyler, commissioner	625 00
Feb. 2, 1844	Cashier Farmers' Bank of Virginia, P. Bayley, secretary, &c	590 00
Mar. 4, 1844	William Tyler, commissioner	212 91
Apr. 17, 1844	do	212 91
Apr. 18, 1844	Samuel Rush, commissioner	208 33
May 16, 1844	William Tyler, commissioner	625 00
May 18, 1844	Samuel Rush, commissioner	208 33
June 3, 1844	Commissioners W. Tyler, G. S. Gaines, and Samuel Rush	500 00
July 1, 1844	William Tyler, commissioner, &c	416 66
July 20, 1844	Corcoran & Riggs, per order R. H. Browne, secretary, &c	250 00
July 22, 1844	George S. Gaines, commissioner, &c	520 55
Aug. 21, 1844	Ralph Graves, commissioner, &c	1,185 78
Aug. 24, 1844	George S. Gaines, commissioner, &c	208 34
Aug. 26, 1844	J. F. H. Claiborne commissioner, &c	46 39
Aug. 26, 1844	F. L. Claiborne, balance of salary J. F. H. Claiborne	900 88
Sept. 21, 1844	Geo. F. Browne, R. H. Browne's salary as secretary	250 00
Oct. 2, 1844	William Tyler, commissioner, &c	595 00
Oct. 22, 1844	do do	20 85
Oct. 29, 1844	George S. Gaines, commissioner, &c	416 66
Nov. 14, 1844	G. F. Browne, R. H. Browne's salary as secretary	125 00
Sept. 3, 1844	Corcoran & Riggs, salary of Samuel Rush, commissioner	625 00
Nov. 25, 1844	do do	416 33
Dec. 18, 1844	William Tyler, commissioner	520 83
Jan. 6, 1845	Richard H. Browne, secretary, &c	125 00
Jan. 9, 1845	Samuel Rush, commissioner, &	416 66
Jan. 20, 1845	Henry L. Martin (R. H. Browne, secretary), salary	98 63
Jan. 22, 1845	J. Mankins (Geo. H. Gaines, commissioner), salary	208 33
Feb. 19, 1845	William Tyler, commissioner, &c	9 15
Feb. 19, 1845	do do	407 51
Feb. 21, 1845	Samuel Rush, commissioner, &c	416 99
Mar. 12, 1845	James W. Oakley, secretary, &c	125 00
Mar. 14, 1845	George S. Gaines, commissioner, &c	208 33
Mar. 19, 1845	Richard Henry Browne, late secretary, &c	164 38
Apr. 11, 1845	George S. Gaines, commissioner	208 33
Apr. 17, 1845	William Tyler, commissioner	416 66
Apr. 18, 1845	Samuel Rush, commissioner	416 66

E—Continued.

Date.	On what account.		Amount.
Apr. 29, 1845	James W. Oakley, secretary, &c		$125 00
May 8, 1845	George S. Gaines, commissioner, &c		208 33
May 20, 1845	Samuel Rush, commissioner		208 33
May 24, 1845	William Tyler, commissioner		208 33
May 27, 1845	James W. Oakley, secretary		125 00
June 4, 1845	George S. Gaines, commissioner		351 48
June 19, 1845	Corcoran & Riggs, George S. Gaines, commissioner		116 43
June 19, 1845	do Samuel Rush, commissioner		208 33
June 19, 1845	do William Tyler, commissioner		228 87
June 19, 1845	Corcoran & Riggs, J. W. Oakley, secretary		86 30
Apr. 5, 1843	John T. Cochrane, disbursing agent, &c		176 00
Apr. 5, 1843	John Wilson		249 00
May 15, 1843	do		210 00
May 15, 1843	Messrs. Claiborne, Graves, and Tyler, commissioners		500 00
June 25, 1843	John Wilson, special agent		400 00
June 27, 1843	Messrs. Claiborne, Graves, and Tyler, interpreters		200 00
July 19, 1843	do do		550 00
Aug. 3, 1843	do do contingent expenses		500 00
Sept. 19, 1843	do do interpreters		250 00
Oct. 2, 1843	John Wilson, special agent		145 00
Oct. 24, 1843	Claiborne, Graves, and Tyler		416 66
Dec. 15, 1843	Charles W. March		124 00
Dec. 18, 1843	Claiborne, Graves, and Tyler		125 00
Dec. 30, 1843	do		375 00
Jan. 8, 1844	Charles W. March		304 00
Feb. 7, 1844	John B. Forester		94 35
Feb. 12, 1844	Charles W. March		140 00
Feb. 19, 1844	Claiborne, Graves, and Tyler, commissioners		240 99
Nov. 22, 1844	Tyler, Gaines, and Rush, commissioners		125 00
Nov. 23, 1844	Samuel Humes Porter, disbursing agent		200 70
June 28, 1844	Graves and Tyler, commissioners		833 33
June 28, 1844	do		500 00
July 1, 1844	Board of Choctaw Commissioners		509 01
July 18, 1844	G. S. Gaines and Samuel Rush, commissioners		1,041 67
Aug. 3, 1844	Board of Choctaw Commissioners		250 00
Aug. 17, 1844	do do		250 00
Aug. 27, 1844	Claiborne, Graves, and Tyler, commissioners		300 00
Sept. 17, 1844	Tyler, Gaines, and Rush, commissioners		600 00
Sept. 18, 1844	do do		125 00
Sept. 21, 1844	T. J. Wood, agent, &c		416 66
Sept. 27, 1844	F. L. Claiborne		33 87
Oct. 9, 1844	John Ellis, interpreter		500 00
Oct. 19, 1844	Tyler, Gaines, and Rush, commissioners		125 00
Nov. 15, 1844	do do		125 00
Nov. 13, 1844	Joseph Grigsby		732 00
Mar. 19, 1845	Tyler, Gaines, and Rush, commissioners		9 15
			51,897 18
	From which deduct—		
Aug. 9, 1843	This amount refunded by J. F. H. Claiborne	$500 00	
Aug. 26, 1844	This amount refunded by Claiborne, Graves, and Tyler	46 39	
Oct. 22, 1844	This amount refunded by William Tyler	20 85	
Feb. 19, 1845	do do	9 15	
			576 39
			51,320 79

OFFICE INDIAN AFFAIRS, *March* 22, 1860.

F.—*Statement of the various expenses growing out of the location and sale of Choctaw reservations and perfecting titles to the same, including contingent expenses, such as pay of witnesses, interpreters, &c., incurred in executing the act of March* 3, 1837, *relative to adjusting claims under article* 14 *of the treaty of* 1830.

Date.	To whom paid.	Amount.
1837.		
May 24	James Murray, commissioner	$500 00
	P. D. Vroom	500 00
August 1	James Murray, commissioner	250 00
3	John Pinckney, secretary	125 00
October 11	James Murray, commissioner	750 00
	R. R. Pray, commissioner	1,500 00
16	P. D. Vroom, commissioner	2,000 00
December 2	Capt. Sam. Cooper, per order of J. Murray	250 00
4	John F. Butterworth, per order of J. Pinckney	375 00
August 28	George Thomas, per order of S. H. Lester	130 00

F—Continued.

Date.	To whom paid.	Amount.
1838.		
January 31	Grant Lincecum and S. Hosmer	$270 00
August 7	Hilyer, Bush & Co	460 00
November 20	J. Mankin, per order of S. H. Lester	610 00
1839.		
March 16	W. B. Lewis	485 00
April 27	W. B. Lewis	320 00
July 9	W. B. Lewis, per order of A. A. Kincannon	728 00
August 6	J. Trotter, cashier, per order of A. A. Kincannon	400 00
September 3	S. H. Lester	335 00
1840.		
January 6	J. Trotter, per order of Lester	610 00
May 15	W. L. Hastie, per order of Lester	455 00
July 14	Thomas Young	210 00
May 15	A. A. Kincannon	736 00
	W. L. Hastie	728 00
June 19	Blair & Rives	8 00
July 29	W. A. Wilson	1,183 00
	W. L. Hastie	129 86
November 19	S. H. Lester	405 00
	A. A. Kincannon	736 00
1841.		
February 2	S. H. Lester	460 00
	A. A. Kincannon	736 00
22	do	121 00
26	do	248 00
April 21	S. H. Lester	450 00
22	Gales & Seaton	4 50
May 15	R. Patterson, per order of Kincannon	568 00
June 11	S. Lester	65 00
December 6	Hugh Horah	50 00
1842.		
November 14	J. F. H. Claiborne, R. Graves, and R. Barton, commissioners	300 00
1843.		
January 28	Hon. R. J. Walker, United States Senate	1,851 00
1838.		
January 30	S. H. Lester, per order of G. D. Boyd	470 00
1840.		
January 23	W. L. Hastie, per order of Kincannon	736 00
February 28	J. Trotter, per order of Lester	460 00
		21,708 36
1844.	From which deduct—	
August 26	This amount refunded by commissioners	300 00
		21,408 36

OFFICE OF INDIAN AFFAIRS, *March* 22, 1860.

G.—*Statement of payments made for Choctaw account for expenses incurred in locating reservations under the treaty of September* 30, 1830.

Amount paid George W. Martin, locating agent, under the 14th article, from August, 1833, to June, 1839	$10,950 00
Amount paid E. B. Grayson for his services as assistant locating agent, under same article, from November, 1835, to February, 1837, same pay	2,425 00
Amount paid A. V. Brown for his services and expenses while acting as commissioner for valuation and sale of Choctaw orphan lands	6,849 00
	19,864 00

OFFICE INDIAN AFFAIRS, *March* 22, 1860.

H.—*Extract from report of the Commissioner of Indian Affairs to the Secretary of the Interior, dated May* 15, 1858, *showing the amount of scrip allowed to Choctaw Indians in lieu of lands to which they were entitled under the provisions of the treaty of* 1830.

The amount of scrip *funded* for the benefit of 14th article claimants, by the act of March 3, 1845, was $872,000.

Of the *unfunded* scrip, 1,155 pieces were issued in favor of heads of families, being for one-half section each; 1,470 pieces of a quarter section each, for children over ten; and 1,219 pieces of eighty acres each, for children under ten at the date of the treaty, making an aggregate of 702,320 acres.

The following table shows when this scrip was issued and paid:

Names of agents and when they paid it.	Heads of families.	Children.	
		Over 10.	Under 10.
John J. McRae, from June, 1843, to March, 1845	95	120	125
Major William Armstrong, from February, 1845, to June, 1847	406	535	460
Colonel S. M. Rutherford, from April, 1848, to June, 1849	229	276	169
Colonel John Drennen, from August, 1849, to May, 1851	143	171	127
Colonel John Drennen, by William Wilson, clerk, from May, 1850, to July, 1851	24	31	25
Colonel J. H. Bowman, from August to November, 1851	253	335	309
Whole amount paid out	1,150	1,468	1,215
Eleven pieces of scrip returned by Colonel Bowman	5	2	4
Whole amount allowed and issued	1,155	1,470	1,219

OFFICE OF INDIAN AFFAIRS, *March* 22, 1860.

RULE ISSUED AUGUST 26, 1881.

IN THE UNITED STATES COURT OF CLAIMS, DECEMBER TERM, A. D. 1881.

THE CHOCTAW NATION OF INDIANS
vs.
THE UNITED STATES.
} No. 12742.

The claimant, by John B. Luce, its attorney, comes and moves the court for a rule upon the honorable Secretary of the Interior, requesting him to transmit to this court, to be used as evidence on the hearing of the above entitled cause, the following information supposed to be of record in the Office of the Commissioner of the General Land Office, viz:

I. A statement of the *gross amount* of money received by the United States from the sales of the lands embraced within the cession of lands made by the Choctaw Nation to the United States by the treaty of September 27, 1830; the said statement to show the amount received *annually* from the sales of said lands from the year 1833 until the present time.

II. A statement showing *the cost per acre of surveying the said lands;* and if such cost cannot be stated with exactness, then an approximate statement of such cost, as nearly exact as may be furnished from the records of the Office of the Commissioner of the General Land Office, is desired.

JOHN B. LUCE,
Attorney for Claimant.

By JOHN J. WEED,
Of Counsel.

DEPARTMENT OF THE INTERIOR,
Washington, September 7, 1881.

ARCHIBALD HOPKINS, Esq.,
Clerk of the United States Court of Claims, Washington, D. C.:

SIR: I have the honor to acknowledge the receipt of your letter of the 24th ultimo, with rule of court requesting to be furnished with the following copies of papers to be used in cause 12742, now pending in the Court of Claims of the United States, entitled The Choctaw Nation of Indians *vs.* The United States, namely:

"A statement of the gross amount of money received by the United States from the sales of the lands embraced within the cession of lands made by the Choctaw Nation to the United States by the treaty of September 27, 1830; the said statement to show the amount received annually from the sales of said lands from the year 1833 until the present time;" also—

"A statement showing the cost per acre of surveying the said lands; and if such cost cannot be stated with exactness, then an approximate statement of such cost, as nearly exact as may be furnished from the records of the Office of the Commissioner of the General Land Office."

In reply your attention is respectfully invited to the enclosed copies of letters, two in number, dated respectively the 2d and 3d instant, from the Commissioner of the General Land Office, the former noting a portion of the evidence called for in your rule as having been furnished, which will be found in H. R. Ex. Doc. No. 82, 36th Cong. So far as the balance of the information (sale of Choctaw lands) is concerned, the Commissioner reports that it is not practicable for his office to furnish the same within any reasonable time.

The letter from the General Land Office of the 3d instant states the cost per acre for the surveys.

Very respectfully, A. BELL, *Acting Secretary.*

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
Washington, D. C., March 21, 1860.

SIR: A tedious and laborious investigation was necessary to obtain the information requested in the letter addressed to this office by the Acting Commissioner of Indian Affairs on the 26th March, 1859; and which I have now the honor to communicate, as follows:

1st. According to the plats of survey on file in this office the whole number of acres of land embraced in the cession made by the Choctaws in the treaty of 27th Sept., 1830, is 10,423,139 acres.

2d. The portion thereof which had been sold by the United States on the first day of January, 1859, is 5,912,664.63 acres.

3d. The cost of surveying and selling merely (not including annuities, &c.), of this particular land, as stated in a report made to your office on the 1st May, 1858, is ten cents pr. acre.

4th. "The aggregate amount received for the portion so sold," 7,556,568.05.

5th. This quantity of land contained in all the "reservations allowed and secured" under the provisions of said treaty is 334,101.02 acres.

I am, sir, very respectfully, your obdt. serv't,

JOS. S. WILSON,
Commissioner.

Hon. ALFRED B. GREENWOOD,
Commissioner of Indian Affairs.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
Washington, D. C., Sept. 3, 1881.

Hon. S. J. KIRKWOOD,
Secretary of the Interior:

SIR: Under date of the 26th ultimo there was referred to this office a rule of the U. S. Court of Claims upon the Hon. Secretary of the Interior, bearing date August 24th, 1881, requesting—

1st. A statement of the gross amount of money received by the U. S. from the sales of the lands embraced in the Choctaw cession under treaty of Sept. 27th, 1830.

2nd. A statement of the cost per acre of surveying the said land, or if such cost cannot be stated exactly, then an approximate statement thereof.

A reply to the first request was given in my letter of the 2nd instant.

Upon attempting to ascertain the *cost* of survey, I find that the cost of survey of many of the townships cannot be readily ascertained. I have, therefore, made an estimate of the cost per acre, based upon the actual cost of the survey of about nine-tenths of the cession. From this estimate it appears that the cost of the survey in the field was $1\frac{37}{100}$ cents. The cost of office work on said surveys is estimated at $1\frac{3}{10}$ mills per acre; making the total cost of survey, field, and office work $1\frac{1}{2}$ cents per acre.

Very respectfully,

N. C. MCFARLAND,
Commissioner.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
Washington, D. C., Sept. 2nd, 1881.

Hon. S. J. KIRKWOOD,
Secretary of the Interior:

SIR: I have the honor to acknowledge the receipt, by reference from the chief clerk of the Interior Department, of an order of the Court of Claims in the case of The Choctaw Nation *vs.* The United States, No. 12742, requiring this office to furnish a statement of the gross amount of money received by the United States from the sales of the lands embraced within the cession made by the Choctaw Nation to the United States by the treaty of September 27th, 1830, said statement to show the amount received *annually* from the year 1833 to the present time; and in answer thereto have to inform you that it is impossible to furnish said statement within any reasonable time, as said lands were not treated as "trust lands," but were disposed of as ordinary public lands, and the only records there are of such lands being Choctaw lands on the tract-books. It would require the services of two clerks for one year to prepare the statements required.

I have to call your attention to the statement furnished by this office in a letter to the Commissioner of Indian Affairs, dated March 21, 1860; copy herewith enclosed.

Very respectfully,

N. C. MCFARLAND,
Commissioner.

RULE ISSUED SEPTEMBER 14, 1881.

IN THE COURT OF CLAIMS DECEMBER TERM, A. D. 1881.

THE CHOCTAW NATION OF INDIANS
vs.
THE UNITED STATES. } No. 12742.

The claimant, by John B. Luce, his attorney, comes and moves the court for a rule upon the honorable the Secretary of the Interior, requesting him to furnish from the records of the Commissioner of the General Land Office, to be used as evidence on the hearing of the above-entitled cause, such information as may be of record in said office, as will show which of the lands described in the list hereto attached, which are embraced in the lands ceded by the Choctaw Nation to the United States, by the treaty concluded September 27, 1830, and are situated east of the Choctaw meridian, were sold by the United States previous to the 24th day of February, 1836. The said information may be returned upon the lists hereto attached, unless the department shall prefer to furnish the same on lists specially prepared for that purpose.

JOHN B. LUCE,
Attorney for Claimant.

By JOHN J. WEED,
Of Counsel.

Allowed.
SEPTEMBER 12, 1881.

W. A. R., *Judge, &c.*

ANSWER TO RULE ISSUED SEPTEMBER 14, 1881.

DEPARTMENT OF THE INTERIOR,
Washington, October 5, 1881.

ARCHIBALD HOPKINS, Esq.,
Clerk United States Court of Claims, Washington, D. C:

SIR: In compliance with the request contained in letter of September 14, 1881, from John Randolph, assistant clerk Court of Claims, I transmit herewith certified copies of papers for use in cause 12742, pending in the Court of Claims, entitled "The Choctaw Nation *vs.* The United States."

The letter of the General Land Office, furnishing said papers, dated 29th ultimo, is also herewith inclosed.

Very respectfully,

A. BELL,
Acting Secretary.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
Washington, D. C., September 29, 1881.

Hon. S. J. KIRKWOOD,
Secretary of the Interior:

SIR: Referring to the application of John Randolph, assistant clerk of Court of Claims, addressed to you, under date of the 14th instant, and

referred to this office the 15th instant, asking to be furnished with duly authenticated copies of papers or documents in reference to lands sold by the United States previous to the 24th February, 1836, being lands ceded by the Choctaw Nation to the United States, by the treaty concluded September 27, 1830, and east of the Choctaw meridian, in the State of Mississippi, I have the honor to transmit herewith a certified descriptive list, from the tract books in this office, of land embraced in cash entries made prior to February 24, 1836, in the within-described townships in the State of Mississippi. Application and order of court herewith returned.

Very respectfully,

N. C. McFARLAND,
Commissioner.

Legal subdivisions.	Sections.	Townships.	Range.	East or west.	Price paid.
None	2	9	15	E.	
NE. 4, NW. 4, SE. 4, SW. 4	9	9	15	"	$1 85 to $3 05
None	31	9	15	"	
Do	29	9	15	"	
Do	24	3	10	"	
SE 4 of SE 4, NE. 4, W. 2 of SE. 4, NE. 4 of SE. 4	22	4	11	"	1 25
None	25	2	10	"	
Do	32	"	"	"	
NW. 4, E, 2 of SW. 4	15	3	"	"	1 25
None	1	2	"	"	
SE. 4 of NW. 4, NE 4 of NW. 4, SE. 4, E. 2 of NE. 4, W. 2 of SW. 4, W. 2 of NW, 4	21	2	9	"	1 25
W. 2 of SE. 4, NE. 4 of SE. 4	24	2	"	"	
NE. 4 of NE. 4, W. 2 of NW. 4, W. 2 of SE. 4, SE. 4 of NE. 4, E. 2 of SE. 4	32	4	12	"	
SE. 4	17	2	10	"	1 00
None	33	"	"	"	
W. 2 of SE 4, SE. 4 of SW. 4, SW. 4 of NE. 4, E. 2 of NE. 4, E. 2 of SE. 4 NW. 4 of NE. 4, NW. 4, W. 2 of SW. 4, NE. 4 of SW. 4	34	"	"	"	1 25
None	3	"	"	"	
Do	19	"	"	"	
Do	16	"	"	"	
W. 2 of SW. 4	24	"	"	"	1 25
W. 2 of SW. 4	15	3	11	"	"
E. 2 of SE. 4	22	2	9	"	"
None	34	12	13	"	
S. 2 of	22	2	10	"	1 25
E. 2 of NE. 4, E. 2 of SE. 4	24	3	11	"	"
SE. 4 of SW. 4	11	1	9	"	"
SW. 4 of SW. 4	7	3	11	"	"
W. 2 of SE. 4, NE. 4 of SE. 4	24	2	9	"	"
None	4	9	15	"	
NE. 4	9	7	17	"	1 25
None	11	2	10	"	
None	23	3	11	"	
W. 2 of NE. 4, E, 2 of NW. 4, W. 2 of SE. 4, E. 2 of SW. 4, W. 2 of SW. 4, W. 2 of NW. 4, E. 2 of NE. 4, E. 2 of SE. 4	13	4	11	"	1 25
SW. 4 of SW. 4	23	2	9	"	"
W. 2 of SE. 4, E. 2 of SE. 4, W. 2 of NW. 4, E. 2 of NW. 4	22	7	17	"	"
None	9	3	11	"	
Lots, 4, 5, 1, 8, 9, 2, 7, 10, 3, 6, 11, 13, 14, 15, 16, 17, 18, 19, 20, 12	6	8	15	"	1 25
None	2	2	10	"	
E. 2 of NE. 4, W. 2 of NE. 4, E. 2 of SE. 4, W. 2 of SE. 4, E. 2 of SW. 4, W. 2 of SW. 4	32	10	15	"	1 25
None	14	9	"	"	
Do	5	10	8	"	
W. 2 of NE. 4, NE. 4 of NW. 4, NE 4 of SW. 4	31	11	"	"	1 25
None	16	24	7	"	
W. 2 of NW. 4, E. 2 of NW. 4	14	10	"	"	1 25
E 2 of NW. 4, E. 2 of SE. 4, W. 2 of SE. 4 E. 2 of SW. 4	22	21	"	"	"
W. 2 of NE. 4, E. 2 of NE. 4, N. 2 of E. 2 of NW. 4, S. 2 of E. 2 of NW. 4, W. 2 of NW. 4, W. 2 of SE. 4, S. 2 of E. 2 of SE. 4, E. 2 of SW. 4, W. 2 of SW. 4	27	21	7	"	1 25
None	29	5	12	"	
NE. 4 of NW. 4	12	3	11	"	1 25
E. 2 of SE. 4, NE. 4, SW. 4 of SW. 4, SE. 4 of SW. 4, W. 2 of SE. 4, NW. 4, NE. 4 of SW. 4	21	5	"	"	"
None	3	10	"	"	

Legal subdivisions.	Sections.	Townships.	Range.	East or west.	Price paid.
None	27	"	7	"	
Do	21	"	13	"	
Do	16	12	7	"	
W.^{2} of SW.^{4}, N.^{2} of E.^{2} of NW.^{4}, S.^{2} of W.$_2$ of NW.^{4}, N.^{2} of W.^{2} of NW.^{4}, E.^{2} of SW.^{4}, S.^{2} of E,^{2} of NW.^{4}	8	13	"	"	1 25
N.^{2} of E.^{2} of SE.^{4}, N.^{2} of E.^{2} of SW.^{4}, E.^{2} of NE.^{4}, W.^{2} of SE.^{4}, W.^{2} of SW.^{4}, W.^{2} of NW.^{4}, S.^{2} of E.^{2} of SW.^{4}	32	14	"	"	1 25
SE.^{4} of NE.^{4}, NW.^{4}, W.^{2} of SW.^{4}	10	9	13	"	"
None	6	11	14	"	
Do	16	4	12	"	
Do	"	3	10	"	
Do	"	"	12	"	
E.^{2} of SW.^{4}, W.^{2} of SE.^{4}	27	"	"	"	1 25
None	26	"	11	"	
SE.^{4} of NE.^{4}, E.^{2} of SE.^{4}, W.^{2} of NE.^{4}	35	2	13	"	1 25
None	27	3	11	"	
E.^{2} of NE.^{4}, E.^{2} of NW.^{4}, NW.^{4} of NW.^{4}, SE.^{4} of SE.^{4}, SW.^{4}, W.^{2} of SE.^{4}, NE.^{4} of SE.^{4}	2	4	"	"	1 25
None	13	9	8	"	
SE.^{4} of NE.^{4}, NE.^{4} of SE.^{4}	31	5	13	"	1 25
None	20	3	8	"	
Do	9	2	9	"	
SE.^{4}, E.^{2} of NW.^{4}, NW.^{4} of NW.^{4}, SW ^{4} of SW.^{4}, W.^{2} of NE.^{4}, E.^{2} of SW.^{4}, E.^{2} of NE.^{4}	20	5	11	"	
None	34	11	9	"	
Do	31	22	"	"	
NE.^{4}, NE.^{4} of NW.^{4}	6	21	"	"	1 25
E.^{2} of NW.^{4}, W.^{2} of NW.^{4}, E.^{2} of NE.^{4}, SE.^{4}, N.^{2} of W.^{2} of SW.^{4}	7	13	11	"	1 25
E.^{2} of NE.^{4}, W.^{2} of NE.^{4}, E.^{2} of NW.^{4}, NW.^{4} of NW.^{4}, S.^{2} of W.^{2} of NW.^{4}, SE.^{4}, E.^{2} of SW.^{4}	26	11	6	"	1 25
E.^{2} of NE.^{4}, W.^{2} of NE.^{4}, NW., E.^{2} of SE.^{4}, SW.^{4}	17	22	5	"	1 25 to 3 52
E.^{2} of NW.^{4}, W.^{2} of NW.^{4}, E.^{2} of NE.^{4}, E.^{2} of SE.^{4}, W.^{2} of SE.^{4}	12	"	6	"	1 25
E.^{2} of SW.^{4}, W.^{2} of NE.^{4}, NW.^{4}, W.^{2} of SW.^{4}	22	"	8	"	"
E.^{2} of SW.^{4}, W.^{2} of SE.^{4}, E.^{2} of SE.^{4}, SE.^{4} of NW.^{4}, SW.^{4} of NE.^{4}, W.^{2} of SW.^{4}, W.^{2} of NW.^{4}, NE.^{4} of NW.^{4}, NW.^{4} of NE.^{4}, E.^{2} of NE.^{4}	11	4	11	"	"
E.^{2} of NW.^{4}, NE.^{4}, W.^{2} of NW.^{4}, E.^{2} of SE.^{4}	12	22	6	"	"
W.^{2} of NE.^{4}, E.^{2} of NE.^{4}, W.^{2} of NW.^{4}	19	4	12	"	"
SE.^{4}, E.^{2} of NW.^{4}, NW.^{4} of NW.^{4} SW.^{4} of SW.^{4}, W.^{2} of NE.^{4}, E.^{2} of SW.^{4}	20	5	11	"	"
W.^{2} of NW.^{4}, SE.^{4} of NW.^{4}, E.^{2} of SW.^{4}, W.^{2} of SW.^{4}, SW.^{4} of NE.^{4}, NE.^{4} of NW.^{4}, E.^{2} of NE.^{4}, W.^{2} of SE.^{4}, SE.^{4} of SE.^{4}, NW.^{4} of NE.^{4}, NE. of SE.^{4}	17	"	"	"	"
SE.^{4} of SE.^{4}, NE.^{4} of SE.^{4}, SE.^{4} of SE.^{4}, SW.^{4} of NE.^{4}, NW.^{4} of SE.^{4}	21	11	8	"	"
None	33	10	17	"	
Do	32	"	18	"	
None	5	10	18	E.	
Do	35	9	"	"	
Do	13	6	"	"	
Do	"	10	17	"	
E.^{2} of NE.^{4}, N.^{2} of W.^{2} of NE.^{4}, S.^{2} of W.^{2} of NE.^{4}, E.^{2} of SE.^{4}, W.^{2} of	12	11	11	"	
None	"	10	"	"	
SW.^{4}	35	13	8	"	1.25
None	23	12	11	"	
E.^{2} of SW.^{4}, W.^{2} of SE.^{4}, W.^{2} of SW.^{4}, E.^{2} of SE.^{4}, W.^{2} of NW.^{4}, NE.^{4}, S.^{2} of E.^{2} of NW.^{4}	20	17	3	"	
E.^{2} of SW.^{4}, W.^{2} of SW.^{4}, E.^{2} of NW.^{4}, S.^{2} of W.^{2} of SE.^{4}, E.^{2} of SE.^{4}, NW.^{4} of SE.^{4}	5	15	2	"	1.25
E.^{2} of SE.^{4}, W.^{2} of SW.^{4}, NE.^{4}, S.^{2} of W.^{2} of SE.^{4}	21	17	3	"	1.25
Lots 1, 8, 2, 7, 11, 12, 13, 14, 3, 4, 5, 6	14	14	4	"	
None	28	10	12	"	
Do	19	14	5	"	
Do	34	"	"	"	
W.^{2} of SW.^{4}, N.^{2} of E.^{2} of NW.^{4}, S.^{2} of W.^{2} of NW.^{4}, N.^{2} of W.^{2} of SW.^{4}, E.^{2} of SW.^{4}, S.^{2} of E.^{2} of NW.^{4}	8	13	7	"	1.25
W.^{2} of NW.^{4}, W.^{2} of SW.^{4}, E.^{2} of NW.^{4}, E.^{2} of SW.^{4}, NE.^{4}, SE.^{4}	5	"	5	"	1.25
E.^{2} of NE.^{4}, W.^{2} of NE.^{4}	8	12	9	"	1.25
W.^{2} of SE.^{4}, SW.^{4}	36	14	5	"	1.25 to 3.60
NW.^{4}	14	15	"	"	1.25
W.^{2} of NW.^{4}	"	10	11	"	1.25
NE.^{4} of SE.^{4}, NE.^{4} of NE.^{4}, SW.^{4} of SW.^{4}, W.^{2} of NE.^{4}, NE.^{4} of NE.^{4}, SE.^{4} of NE.^{4}, NE.^{4} of NW.^{4}, NW.^{4} of NW.^{4}, SE.^{4} of SE.^{4}, W.^{2} of SE.^{4}, E.^{2} of SW.^{4}, NW.^{4} of SW.^{4}	36	11	1	"	1.25
None	9	9	18	"	
Do	13	"	"	"	
Do	28	11	10	"	
Do	33	"	"	"	

Legal subdivisions.	Sections.	Townships.	Range.	East or west.	Price paid.
E.^{2} of NE.^{4}, W.^{2} of NE.^{4}, E.^{2} of NW.^{4}, NW.^{4} of NW.^{4}, S.^{2} of W.^{2} of NW.^{4}, SE.^{4}, E.^{2} of SW.^{4}	26	"	6	"	1.25
None	11	"	9	"	
NE.^{4}, W.^{2} of SW.^{4}, W.^{2} of NW.^{4}	23	9	8	"	
None	28	10	7	"	
W.^{2} of SE.^{4}	7	"	10	"	1.25
E.^{2} of NE.^{4}, W.^{2} of NE.^{4}, NW.^{4}, SE.^{4}, SW.^{4}	4	11	5	"	"
NE.^{4}, E.^{2} of SE.^{4}, SW.^{4}	33	13	11	"	"
None	4	11	8	"	
Do	5	"	12	"	
E.^{2} of NE.^{4}, NW.^{4}	3	12	11	"	1.25
None	24	23	7	"	
No	25	"	"	"	
E.^{2} of SW.^{4}, W.^{2} of NE.^{4}, NW.^{4}, W.^{2} of SW.^{4}	22	22	8	"	1.25
E.^{2} of NE.^{4}, E.^{2} of NW.^{4}, NE.^{4} of SE.^{4}, NW.^{4} of SE.^{4}	21	"	"	"	1.25
W.^{2} of NE.^{4}, W.^{2} of SE.^{4}, N.^{2} of E.^{2} of NE.^{4}, S.^{2} of E.^{2} of NE.^{4}, SW.^{4}, E.^{2} of SE.^{4}	7	"	7	"	.50 to 1.25
N.^{2} of E.^{2} of NE.^{4}, NW.^{4} of NE.^{4}, S.^{2} of W.^{2} of NE.^{4}, W.^{2} of NW.^{4}, SE.^{4}, E.^{2} of NW.^{4}	10	19	"	"	1.25
E.^{2} of NE.^{4}, E.^{2} of SE.^{4}, W^{2} of NE.^{4}	7	"	9	"	"
E.^{2} of NE.^{4}, E.^{2} of NW.^{4}, NE.^{4} of SE.^{4}, NW.^{4} of SE.^{4}	22	22	8	"	"
NE.^{4}, W.^{2} of SE.^{4}, E.^{2} of SW.^{4}	30	5	11	"	"
None	4	10	8	"	
NE.^{4}, NE.^{4} of SE.^{4}	36	12	11	E.	1.25
W.^{2}, NW.^{4}, W.^{2} of SW.^{4}, NE.^{4} of NE.^{4}, SE.^{4}, SE.^{4} of NE.^{4}, S.^{2} of E.^{2} of SW.^{4}, E.^{2} of SW.^{4}	26	15	7	"	"
None	34	14	5	"	
Do	31	21	2	"	
E.^{2} of SW.^{4}, E.^{2} of NE.^{4}, E.^{2} of SE.^{4}	21	10	12	"	1.25
None	25	7	13	"	
Do	30	10	18	"	
W.^{2} of NE.^{4}, SE.^{4}, NW.^{4}, E.^{2} of SW.^{4}, W.^{2} of SW.^{4}	33	9	12	"	1.25
NE.^{4}, E.^{2} of NW.^{4}, SE.^{4}, W.^{2} of SW.^{4}	9	"	13	"	"
None	3	10	6	"	
NE.^{4}, E,^{2} of SE.^{4}, W.^{9} of SE.^{4}, W.^{2} of SW.^{4}	19	14	15	"	1.25
None	30	10	18	"	

Deposition of Ely S. Mitchell, for claimant, taken at Washington, D. C., on the 27th day of September, A. D. 1881.

Claimant's counsel, John J. Weed; defendant's counsel, Hon. John S. Blair.

IN THE UNITED STATES COURT OF CLAIMS.

THE CHOCTAW NATION OF INDIANS *vs.* THE UNITED STATES. } No. 12742.

Met by agreement at the office of the Attorney-General of the United States, upon the 27th day of September, A. D. 1881.

Present: J. J. Weed, for complainant, and J. S. Blair, for defendant.

Deposition of Ely S. Mitchell, taken on behalf of the complainant at the above date and place, who, being first duly sworn to tell the truth, the whole truth, and nothing but the truth, relative to the said cause, and thereupon deposed and said: That his name is Ely S. Mitchell; that his occupation is that of merchant; that he is 61 years of age; that his place of residence is Corinth, Alcorn County, Mississippi; that he has no interest, direct or indirect, in the claim which is the subject of inquiry.

And thereupon the said ELY S. MITCHELL was examined by the counsel for the complainant, and, in answer to interrogatories, testifies as follows:

Question 1. When did you go to the State of Mississippi to reside?

Answer. About 1835, I think.

Question 2. In what part of the State did you reside?

Answer. In Alcorn County, Mississippi; it was Tishomingo County when I first went there.

Question 3. How long did you continue to reside in the State of Mississippi?

Answer. I resided from the time I went there until October, 1842.

Question 4. Where did you go to reside after that time? and if you went to reside in the Choctaw Nation west of the Mississippi, state how long you continued to reside there.

Answer. I went to the Choctaw Nation, west of the Arkansas, and I was there from 1842 to 1873 or 1874.

Question 5. What business were you engaged in during your residence in the Choctaw Nation?

Answer. Well, I was clerking for the first four or five years in a store; after which I was in business for myself, in merchandise, all the time I was there; I was a licensed trader.

Question 6. Did you continue in that business until you left the Territory?

Answer. Yes.

Question 7. What opportunities did you have of becoming acquainted with the Choctaw people, those residing in the Indian Territory and those who remained in the State of Mississippi?

Answer. Being a trader I had frequent occasion to travel around among them, and got acquainted with most of them.

Question 8. Did you acquire a knowledge of their language during your residence among them?

Answer. Yes; I could speak the language very well.

Question 9. Please examine the list of names I now hand you, and state who, if any, of those embraced in the list are dead, and what means you have had of knowing of the death of those in regard to whom you may testify.

Answer. The following are dead: Thomas McGee, Calvin H. Howell-Charles Wilson, Samuel Cobb, Pah-lubbee, Sock-a-tubbee, James Pickens, Anthony Turnbull, Robert Cole, Moon-tubbee, Adam James, Tish, o-mah, Tish-o-chebata, Oon-ta-chea, Tish-o-nubbee, Nathaniel Cobb, Cuna Moone-tubbee, Chan-a-hoyo, Hugh McDonald, Nock-e-ne-tubbee, Sock-e-taiah, Charles Durant, Me-ah-shen-tah, Tish-oh-piah, We-shock-she homah, Jubal B. Hancock, O-nubbee, Greenwood Leflore, John Ellis, Eli W. Crowder, Pierre Durant and "Vickey" Hiah-ka, Tobla-chubbee, James Tobey, Jim Tom, Red-post-oak, Phel-e-moon-tubbee, Ok-chan-e-hoyo, Belin-go-nah, Captain Bob *alias* Nak-ka-ah-ho-mah, Im-il-le, Man-chubbee, Pansh-ok-che-ah, I-et-tu-lah, To-tubbee, Hugh C. Flack, Sho-pou-she-hah, Nock-ish-ti-ah, James Cobb, Verdel Reed, Chesh-a-ho-mah, or fifty-one in all. I did not see any of them die, but from general report I know that they are all dead, not having seen any of them since they were reported to be dead. There are a good many more that I think are dead, but I could not testify as to that.

Question 10. Did you know any Indian by the name of Little Leader?

Answer. Yes; I have seen him once or twice. He never went west, and I only saw him when I was east.

Question 11. What knowledge have you of his death?

Answer. It was reported by his people that he was dead. It was reported that he was dead when most of his clan, called Suquenache Indians, moved west. He was a very noted man from the fact that he always opposed emigration very bitterly. He never did go west, although

he agreed that his people should go. He never went himself, and died in Mississippi.

Question 12. Will you state if you have ever visited or had occasion to examine the lands occupied by the Choctaws in Mississippi ceded by them to the United States by the treaty of September 27, 1830? and, if so, state to what extent you have traveled over and examined said lands.

Answer. I never examined the lands particularly with reference to purchasing, or anything of that kind; but I have traveled over it some four or five different times. In gathering up the Indians I had a chance to see most of the country in which they lived, and from that fact I got a pretty good knowledge of that country.

Question 13. In what part of the said cession were the Choctaws most numerously settled?

Answer. In the middle and northern part of it; it was the best part of their country; the land was better there.

Question 14. State if you have sufficiently examined the claims of the Choctaw Indians for lands embraced in the fourteenth article as shown in Martin's contingent locations, the list of awards or judgments rendered on such claims by Murray and Vroom, Claiborne, Graves and Tyler, and by Tyler, Gaines, and Rush, so as to enable you to fix the location of the lands embraced in said lists. If so, state in what counties they were situated.

Answer. I examined the list of these locations in these books, and then examined the maps, and from that found out the district. They were located in Holmes, Attala, Winston, Neshoba, Lowndes, Oktibbeha, Choctaw, Montgomery, Carroll, Tallahatchie, Yazoo, Leake, Noxubee, Kemper, Lauderdale, Newton, Scott, Coahoma, Bolivar, Leflore, and part of Sunflower.

Question 15. From your knowledge of the location and quality of the lands embraced in the list to which your attention has been directed, what is your judgment of the average value of those lands in 1836, or at any other time subsequent to that?

Answer. I never examined the lands in reference to buying them, but my idea is that they were worth at least $3 per acre during the year 1836 up to 1837 or '38. Those were very flush times in that country. Then they got down a little, then up again.

Question 16. State if you have sufficiently examined the list of lands selected for the Choctaw orphans, as shown in the printed record in this case, from page 1139 to page 1142, inclusive, to enable you to determine where the same were located, and the quality and value thereof; and if you are able to fix the location as well as the quality and value of said lands embraced in said list, will you state how the lands embraced in said list of orphan lands compare in quality and value with those embraced in the list of lands shown in Martin's contingent locations and the lands specified in the list of judgments rendered by the different commissioners referred to in the preceding interrogatory.

Answer. I examined that list in the book, and then examined the map to see where they were located, and I think the locations of that land and the country they are in is equally as good or better than the lands awarded under those judgments of the different commissioners.

Mr. BLAIR. I object to that part of witness's answer which assumes to give the value of these lands, because the value appears by the record itself to have been duly estimated in 1836 by the proper officers.

Question 17. How much more were those orphan lands worth than those embraced in the fourteenth-article claims?

Answer. I could not tell. I think they were better lands and worth more. They were, at least, equally as good.

Question 18. You are not able to fix the difference?

Answer. No, I could not tell the difference, not having examined them particularly. The country the orphan lands were located in was very good, but I do not think there was much difference between the orphan lands and that of the others, except that the orphans not being confined to their place of residence had a better chance to select.

Cross-examination by Mr. BLAIR:

Cross-question 1. Were you personally acquainted with the Indians whose names you have given as being dead?

Answer. I was acquainted with nearly all of them, but some of them I never saw, as they were reported by those who came west to have died east.

Cross-question 2. What proportion of the fifty-one died in Mississippi, and what proportion went west?

Answer. A great many of them went west. Pickens and Cobb and a good many more went west, and I knew them before they died.

Cross-question 3. The fact that you had not seen these Indians recently, or within the last ten years, would not be any proof that they were dead, would it?

Answer. Not if they were not reported dead.

Cross-question 4. Your connection with these Indians was not such that mere failure to see them would indicate that they were dead?

Answer. No, sir; but I was traveling over the country and would have seen them if they were living; but, of course, some of them were in remote parts of the country and I might not see them.

Cross-question 5. And they might have moved. You were not in such contact with them as to know positively when they died?

Answer. No; all I know is that by general rumor they were reported dead. I did not see any of them die, and was not at any of their funerals.

Cross-question 6. You say you think these lands were worth about $3 an acre in 1836?

Answer. Yes, sir.

Cross-question 7. Did you examine this list on pages 1139–'42?

Answer. I did.

Cross-question 8. Did you observe the estimated value given there?

Answer. I did. It is a good deal more than what I said.

Cross-question 9. Did you understand this to be the value per acre or for the whole tract?

Answer. Value per acre.

Cross-question 10. Were there any fluctuations in value on account of the hard times?

Answer. Yes.

Cross-question 11. Occurring soon after 1836?

Answer. Yes; commenced at that time.

Cross-question 12. Did the lands depreciate in value on that account?

Answer. Yes; and that is why I put the value down to $3 per acre. They would bring that in tight times. You will find that in 1838, the tightest time of all, they sold for more than I have said. I believe they averaged $6 or $8 per acre.

Cross-question 13. You have no relations to this cause as counsel or agent in procuring testimony?

Answer. No; only I expect to have my expenses paid for coming here.

Cross-question 14. No debts which you expect to collect on the gaining of this case?

Answer. No, sir.

Cross-question 15. And you have no interest contingent on this case?

Answer. No.

Redirect by Mr. WEED:

Question 19. How was the information you had in regard to the death of these parties derived?

Answer. Well, when a prominent man like Cobb or Pickens died it is generally told all over the country that they are dead. Most of those men were prominent men.

Question 20. State if you went back east to hunt these people up with the view of paying them.

Answer. I did. I went with General D. H. Cooper and helped to hunt up Indians who would not go west, and traveled all over the country hunting them up.

Question 21. When you returned to the State of Mississippi for that purpose you visited the localities where these Indians were supposed to have lived?

Answer. Yes, we went where they had lived, and traveled over the country generally in every direction in order to hunt them up.

Question 22. In regard to those who resided east, was not that the way you know of their death?

Answer. Yes.

Recross-examination by Mr. BLAIR:

Cross-question 16. Did you ever make more than one effort to hunt them up?

Answer. I made four or five.

Cross-question 17. And consecutively?

Answer. Yes.

Cross-question 18. In what year?

Answer. From 1850 up to 1855.

Cross-question 19. You never made any other search for Indians which would include names on this list?

Answer. No, sir; I never made any other search.

Cross-question 20. Will you indicate which of these witnesses you searched for and failed to find between 1850 and 1855.

Answer. There were some of them I did not need to look for, but the following are those I hunted for and could not find: Pah-lubbee, Anthony Turnbull, Robert Cole, Adam James, Tisho-mah, Tisho-chebeta, Oon-to-chea, Chan-a-hoyo, Me-ah-shen tah, Tish-oh-piah, We-shock-shehomah, Jubal B. Hancock, Hiah-ka, Phil-e-moon-tubbee, Nuk-ka-homah, Im-il-le, Man-chubbee, Pansh-ok-chi-ah, Sho-pan-she-hah.

By the COMMISSIONER:

Question. Do you know of any other matter relative to this claim in question?

Answer. I do not.

ELY S. MITCHELL.

Subscribed and sworn to before me this 27th day of September, A. D. 1881.

[SEAL.]

WM. T. S. CURTIS,
Notary Public, D. C.

RULE ISSUED JUNE 27, 1881.

IN THE UNITED STATES COURT OF CLAIMS, DECEMBER TERM, A. D. 1881.

THE CHOCTAW NATION OF INDIANS
vs.
THE UNITED STATES.
} No. 12742.

The claimant, by its attorney, comes this 27th day of June, 1881, and moves the court for a rule upon the honorable the Secretary of the Interior, requesting him to transmit to this court, to be used as evidence on the hearing of the above-entitled cause, the following information of record in the Department of the Interior, viz:

I. A statement of the amount of annuities due and payable from the United States to the Choctaw Nation or tribe of Indians, under treaty stipulations or otherwise, on the 1st day of July, 1861; the 1st day of July, 1862; the 1st day of July, 1863; the 1st day of July, 1864; the 1st day of July, 1865; and the 1st day of July, 1866; and whether any part of said annuities were paid by the United States to the Choctaw Nation or tribe of Indians, between July 1, 1861, and July 1, 1866?

II. A statement of the amount due from the United States to the Choctaw Nation or tribe of Indians, for and on account of annuities due and payable by the United States to the said nation, the payment of which was suspended on and after July 1, 1861, and until July 1, 1866.

III. Copies of all correspondence between the officials of the Choctaw Nation, or the agents of the said nation, and the United States in regard to the payment of said annuities since July 1, 1861.

JOHN B. LUCE,
Attorney for Claimant.

By JOHN J. WEED,
Of Counsel.

W. A. R., *Judge, &c.*

Allowed.
JUNE 27, 1881.

ANSWER TO RULE ISSUED JUNE 27, 1881.

DEPARTMENT OF THE INTERIOR,
Washington, September 28, 1881.

Mr. ARCHIBALD HOPKINS,
Chief Clerk United States Court of Claims, Washington, D. C.:

SIR: In compliance with the request contained in your letter of June 27, 1881, I transmit herewith certified copies of papers for use in cause 12742, pending in the Court of Claims, entitled: "The Choctaw Nation *vs.* the United States."

The letter of the Indian Office furnishing said papers, under date of the 27th instant, is also herewith inclosed.

Very respectfully,

A. BELL,
Acting Secretary.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, September 27, 1881.

The honorable the SECRETARY OF THE INTERIOR:

SIR: I am in receipt by your reference of the 28th of June of a communication addressed to you by the assistant clerk Court of Claims, calling for certain evidence in cause 12742, The Choctaw Nation *vs.* The United States; and in accordance with the demand contained therein, have the honor to submit herewith certified copies of the papers and accounts called for.

H. PRICE,
Commissioner.

WASHINGTON, D. C., *July* 14*th*, 1866.

SIR: We would most respectfully request, simply for the information of our people, and to enable us to answer enquiries upon the subject on our return home, that you will be so kind as to cause us to be furnished before our departure with a statement of all the trust and other funds of the Choctaw Nation, together with the interest or amounts accruing from the same since the year 1860, and how said interest or amounts have, since that date, been used or applied.

With great respect, we are y'r friends & ob't serv'ts,

ALFRED WADE,
JOHN PAGE,
Choctaw Delegates.

Hon. D. N. COOLEY,
Commissioner Indian Affairs.

[L. B. 81, p. 352, Ind. Off.]

DEPARTMENT INTERIOR,
OFFICE INDIAN AFFAIRS,
Sept. 12*th*, 1866.

ALFRED WADE & JOHN PAGE,
Choctaw Delegates, present:

GENTLEMEN: Your letter of July 14th, asking for a statement showing the condition of all the trust and other funds of the Choctaw Nation, together with the interest or amounts accruing therefrom since the year 1860, and how said interest or amounts have, since that time, been applied, has been received.

In accordance with your request, I herewith enclose separate statements showing the state of your account with the United States, from July 1st, 1861, to June 30th, 1866, under the following heads:

"Fulfilling treaties with the Choctaws."
"Trust fund interest due Choctaws school fund."
" " " " " " general fund."
"Choctaw orphans reservation; proceeds of lands."

Also a statement showing the amounts placed to your credit, and the amounts expended under the several heads from June 30th to Sept. 11th, 1866.

Also a statement showing the amounts appropriated by treaty of April 28, 1866, with Choctaws and Chickasaws; what sums have been expended and how much yet remains to your credit on our books from those appropriations.

Very resp'y, y'r ob't serv't,

D. N. COOLEY,
Commissioner.

WASHINGTON CITY, *September 14th*, 1866.

SIR: We have the honor to acknowledge the receipt of your letter of the 12th inst., accompanied by certain statements prepared in compliance with the request made in our communication of the 14th July last, respecting the condition and application of the trust and other funds of the Choctaw Nation since the year 1860.

Our letter referred to could not have been sufficiently explicit, or must have been misunderstood, as the statements furnished us are not, we regret to state, what we desire. Instead of pointing out their defects, we will endeavor to describe, as well as we are able, what we wish, viz:

1st. A statement in detail showing amounts or balance on hand on the 1st of January, 1861, under each separate treaty stipulation, by virtue of which money becomes due to us from the United States; the sums which annually or otherwise accrued under each head up to the 1st of July last, and showing the aggregate under each head. In respect to the trust funds held by the United States or invested in stocks, we would like to have the principal given as they were on the 1st January, 1861, and if any changes have since been made in the investments to have them stated.

2nd. A statement showing how the said balances stood on the 1st January, 1861, and amounts accruing since to the 1st July last have been disposed of or expended, viz, for what objects or purposes. It would probably occupy too much time, and give too much trouble, to have this done in detail, and if all our moneys accruing during the period mentioned have been used, as we have been led to understand, to provide for refugee Indians during the late civil war, the statement of that fact will probably be sufficient, if in connection therewith it be stated what amount was expended for or on account of Indians other than Choctaws, or Choctaws and Chickasaws together.

We wish the statements to be placed among our government archives to supply the gap in our financial records for the last five years and a half, and for the information of our people, who are curious to know what moneys have accumulated or accrued during that time and what has become of them. They expect us to procure it for them, and will be much troubled with inquiries upon the subject until we can produce it in an official form. They know nothing about appropriation warrants, or refundments, &c., and the fact that certain amounts were placed in the hands of disbursing agents, or paid to certain parties, gives no insight as to the real applications or expenditure of the money. We think there is one large amount omitted in the statements furnished us, viz, the $500,000 (or the half of it not received by us) appropriated by the act of March 2d, 1861, under the 11th & 12th articles of the treaty of 1855.

Acknowledging your courtesy and kindness in furnishing us with the statements we have received, and regretting to have to trouble you further on the subject,

We have the honor to remain, your most ob't serv'ts,

ALFRED WADE,
ALLEN WRIGHT,
JOHN PAGE,
JAMES RILEY,
Choctaw Commissioners.

Hon. D. N. COOLEY,
Com. Ind. Affairs.

KIRKWOOD HOUSE,
Washington, D. C., March 1st 1869.

Hon. O. H. BROWNING,
Secretary of the Interior:

SIR: Under the provisions of a convention between the Choctaw and Chickasaws, entered into A. D. 1837, among other things it was stipulated that the Chickasaws, in consideration of certain privileges therein granted to them, would pay to the Choctaws $530,000, $30,000 in cash, and $500,000 to be invested in some safe stocks, redeemable in not less than twenty years; the interest to be paid as s'ipulated. It is understood that $450,000 of Virginia 6 per cent. State bonds, $2,000 of Missouri 6 per cent., and $2,000 of United States 6 per cent. loan of 1862, have been held in trust by the Uuited States for Choctaw general fund, and for Choctaw school fund $19,000 State of Missouri 6 per cent.and United States loan of 1862 6 per cent., $102,000.

And that $25,000 of the interest on $450,000 Virginia 6 per cent. has been paid to the Choctaw Nation, except during the term from 1861 to 1866, inclusive, and that $2,000 of said interest has been annually retained for investment.

I now have the honor to request, for the information of the Choctaw Council, a statement of the funds held in trust by the United States, for the Choctaws, at different times, showing the different sources from which the investments arose, the whole amounts thereof, and the manner in which the principal and interest on said funds have been disposed of. I have also for the same purpose to request a statement of the amounts appropriated for fulfilling and for carrying into effect treaties with the Choctaws from 30th June, 1861, to 30th June, 1869, inclusive, and the purposes to which said appropriations have been applied.

An early response to the above inquiries will greatly oblige

Your ob't serv't,

ALLEN WRIGHT,
Principal Chief Choctaw Nation.

[Indorsements.]

Department of the Interior. Choctaws W. 101. Received March 2, 1869; dated March 1, 1869. From Allen Wright, Choctaw Nation.

E.—Subject: Requests statement of all moneys held by U. S. in trust for Choctaw Nation.

Recd at Trust fund desk, July 13th, 1869. (Twitchell.)

Action: March 2, 1869. Respect'y ref'd to the Comm'r Ind. Office for a report without delay.

By order of the Sec't'y.

JOHN C. COX,
Chief Clerk.

Report to be made when there is leisure time, by direction of Col. Clum.

Fulfilling treaties with Choctaws.

Dr.

	To balance on hand	.....	5, 868 46
1860 June 19	For appropriation warrant No. 2, dated 2 July, 1860, for year ending 30 June, 1861	.....	.....
" " "	For fulfilling treaties with Choctaws	.....	35, 520 00
			41, 388 46
July, 1861, 1	For balance unexpended 30 June, 1861	.....	28, 928 46
1861, March 2	For appropriation warrant No. 3, dated 1 July, 1861, for year ending 30 June, 1862	.....	.....
" " "	For fulfilling treaties with Choctaws	.....	35, 520 00
			64, 448 46
	For balance unexpended 30 June, 1862	.....	46, 448 46
1862, July 5	" appropriation warrant No. 4, dated 28 July, 1862, for year ending 30 June, 1863	.....	35, 520 00
1863, April 2	For appropriation for warrant No. 30, dated 2nd April, 1863, for the year ending 30th June, 1864	.....	35, 520 00
			117, 488 46
June, 1863, 30	For balance unexpended	.....	44, 514 26
July, " 27	" amount refunded by J. P. Usher, Sec'y, trustee, &c	122	3, 965 77

Cr.

1860, Sept. 25	By Walter Lowrie, sec'y, &c., Board of F. Missions, per cert. 2nd Compt'r, No. 234	5, 017	3, 000 00
" Oct'r 1	" Elias Rector, supt., &c., 3rd & 4th qrs., 1860	5, 022	460 00
1861, Jan'y 12	" P. P. Pitchlynn, present, per cert. 2nd Compt. No. 507	5, 132	2, 000 00
" Feb'y 1	" Samuel Garland, present, per cert. 2nd Compt. No. 575	5, 152	2, 000 00
" " 2	" Israel Folsom, present, per cert. 2nd Compt. No. 583	5, 158	2, 000 00
" " 25	" Walter Lowrie, sec'y, &c., per cert. 2nd Compt. No. 640	5, 185	3, 000 00
	By balance unexpended 30 June, 1861	.....	28, 928 46
			41, 388 46
1861, Dec'r 19	By Walter Lowrie, sec'y, &c., Board of Foreign Missions, per cert. 2nd Compt'r No. 3388	5, 594	3, 000 00
1862, June 20	" Thos. Carney & Co., per cert. 2nd Compt. No. 6577	5, 855	5, 000 00
" " "	" Thos. C. Stevens & Co., care Thos. Carney, per cert. 2nd Compt'r No. 6581	5, 859	10, 000 00
	Balance unexpended 30 June, 1862	.....	46, 448 46
			64, 448 46
1862, Sept. 20	By William G. Coffin, supt., &c	5, 963	2, 775 00
" Nov. 14	" Walter Lowrie, sec'y, &c., per cert. 2nd Compt. No. 8283	6, 025	14, 260 34
" " 24	" George Ainslie, care Walter Lowrie, per cert. 2nd Compt. No. 8046	6, 056	199 00
" " "	" S. Orlando Lee, care of Walter Lowrie, cert. 2nd Compt. No. 8405	6, 057	241 55
" " 25	" William G. Coffin, sup't., &c	6, 059	75 00
" Dec. 31	" S. L. Hobbs, care of Walter Lowrie, sec'y, &c., per cert. 2nd Compt. No. 8881	6, 098	1, 830 64
1863, Jan. 10	" William G. Coffin, sup't, &c	6, 116	30, 000 00
" " 31	" John Edwards, per cert. 2nd Compt'r No. 9326	6, 160	1, 092 67
" " 31	" William G. Coffin, sup't, &c	6, 163	15, 000 00
" Feb'y 12	" William G. Coffin, " "	6, 179	7, 500 00
June 30	Balance unexpended	.....	44, 514 26
			117, 488 46
1863, Sept. 3	By William G. Coffin, sup't, &c	6, 566	7, 694 26
Nov. 5	" Cronin, Hurxthal & Sears, 3169	6, 641	14, 000 00
" 17	" Cronin, Hurxthall & Sears, 3312	6, 664	448 00

" " "	" amount refunded by J. P. Usher, sec'y, trustee, &c	125	29 31	Dec. 9	" William G. Coffin, sup't, &c	6,689	15,000 00
May, 1864, 4	For amount refunded by P. P. Elder, Indian agent, 5475	6,444	3,111 96	1864, Jan'y 8	" J. H. More, agent New York Central Railroad Co., 3980	6,720	570 48
				" " 19	" William G. Coffin, sup't, &c	6,737	9,496 60
				June 30	" balance	.....	4,411 96
			51,621 30				51,621 30
1864, June 30	For balance	.....	4,411 96	1864, July 21	By McDonald & Fuller, 6418	7,096	35,520 00
" August	" appropriation for warrant No. 107, dated 11th July, 1864	.....	35,520 00	" Aug't 11	" Wm. G. Coffin, sup't, &c	8,042	3,111 96
1865, April	For appropriation for warrant No. 153, dated 18th March, 1865	.....	35,520 00	1865, Jan'y 13	" William G. Coffin, sup't, &c	8,270	1,300 00
				" May 1	" Elijah Sells, sup't, &c	8,453	15,400 00
				June 30	Balance on hand	.....	20,120 00
			$75,451 96				75,451 96
1865. July 1	To balance	.....	$20,120 00	1865. Aug. 12	By Elijah Sells, sup't	8,573	$20,120 00

Statement of receipts and disbursements from July 1, 1860, to July 1, 1866, on account of the following appropriations pertaining to the Choctaw Nation, namely: "Interest on Choctaw General Fund" and "Interest on Choctaw School Fund."

Interest on Choctaw General Fund.

RECEIPTS.

July 1, 1860.	Balance in the U. S. Treasury	$14,120 86
Aug. 7, 1860.	Amount appropriated as per warrant of the Secretary of the Treasury, No. 3	13,612 04
Feb'y 11, 1861.	Ditto, " 10	14,092 04
Jan'y 29, 1862.	Ditto, " 9	164 08
Aug. 19, 1862.	Ditto, " 6	52 04
July 24, 1863.	Ditto, " 48	74 42
July 27, 1863.	Amount deposited by the Secretary of the Interior as premium on coin drafts given for redemption of U. S. bonds, loan of 1842	477 43
Dec'r 22, 1863.	Amount appropriated as per warrant of the Secretary of the Treasury, No. 70	58 30
June 2, 1864.	Ditto, " 97	100 07
Dec'r 29, 1864.	Ditto, " 133	133 04
M'ch 18, 1865.	Amount appropriated as per warrant of the Secretary of the Treasury, No. 153	122,040
May 12, 1865.	" 163	81 20
Jan'y 31, 1866.	" 197	83 55
	Total receipts	$165,089 07

DISBURSEMENTS.

July 20, 1860.	Amount paid to Godard Bailey, disbursing clerk, for traveling expenses on business connected with Indian trust funds	15 04
	Amounts advanced to the following Superintendents of Indian Affairs, namely:	
Oct. 2, 1860.	Elias Rector	11,597
Dec'r 8, 1860.	Elias Rector	16,120 86
Nov'r 9, 1863.	William G. Coffin	5,382 41
Dec'r 18, 1863.	William G. Coffin	9,477 60
Aug. 11, 1864.	William G. Coffin	158 37
Dec'r 23, 1864.	Amount paid to Wm. Dole, special agent for refugee Indians (mileage)	56 30
	Amounts advanced to the following superintendents of Indian Afffairs, namely:	
Jan'y 31, 1865.	William G. Coffin	76 74
M'ch 17, 1865.	William G. Coffin	100,000
April 8, 1865.	William G. Coffin	11,397 57
April 14, 1865.	William G. Coffin	10,642
Aug. 14, 1865.	Elijah Sells	81 63
	Total disbursements	165,005 52
July 1, 1866.	Balance remaining in the U. S. Treasury	83 55
		$165,089 07

Interest on Choctaw school fund.

RECEIPTS.

July 1, 1860.	Balance in the U. S. Treasury		$2,657 75
Aug. 7, 1860.	Amount appropriated as per warrant of the Secretary of the Treasury, No. 3		2,951 76
Feb'y 11, 1861.	Ditto, " 10		2,381 76
Jan'y 29, 1862.	Ditto, " 9		5,333 52
Aug. 19, 1862.	Ditto, " 6		2,381 76
May 8, 1863.	Ditto, " 35		835 20
July 24, 1863.	Amount appropriated as per warrant of the Secretary of the Treasury, No. 48		2,612 34
Dec'r 22, 1863.	Ditto, " 70		3,062 55
June 2, 1864.	Ditto, " 97		5,103 81
Dec'r 29, 1864.	Ditto, " 133		6,784 71
M'ch 18, 1865.	Ditto, " 153		5,130
May 12, 1865.	Ditto, " 163		4,141 12
Jan'y 31, 1866.	Ditto, " 197		4,261 19
	Total receipts		$47,637 47

DISBURSEMENTS.

July 7, 1860.	Amount paid P. P. Pitchlyn, being the account of the Choctaw Nation for education	$553 99
July 9, 1860.	Amount paid Collins Stone, Sup't Ohio Institution for Deaf & Dumb	100
Oct. 2, 1860.	Amount advanced to Eilas Rector, Sup't of Indian Affairs	4,955 52
M'ch 8, 1861.	Amount paid P. P. Pitchlyn, as guardian of Peter Howell	250
Ap'l 11, 1862.	Amont paid D. Lowry for board, tuition, &c., of Choctaw boys at Cumberland University in 1855	319 91
	Amounts advanced to the following Supt's of Indian Affairs, namely:	
Feb'y 27, 1864.	William G. Coffin	11,445 44
Aug. 11, 1864.	William G. Coffin	9,695 59
Jan'y 20, 1865.	William G. Coffin	6,784 71
April 14, 1865.	William G. Coffin	5,130
Aug. 14, 1865.	Elijah Sells	4,141 12
April 5, 1866.	Elijah Sells, to pay expenses of Choctaw delegation visiting Washington	4,000
	Total disbursements	47,376 28
July 1, 1866.	Balance remaining in the U. S. Treasury	261 19
		$47 637 47

TREASURY DEPARTMENT,
SECOND AUDITOR'S OFFICE,
September 15, 1881.

J. R.

RULE ISSUED OCTOBER 11, 1881.

In the United States Court of Claims, December Term, A. D. 1881.

THE CHOCTAW NATION OF INDIANS
vs.
THE UNITED STATES. } No. 12742.

The claimant, by John B. Luce, its attorney, comes and suggests to the court that the reply of the Interior Department to the rule issued herein on the 27th day of June, 1881, was not sufficiently specific in its details to enable the court to determine what amount of money was actually paid to the Choctaw Nation, or to individual members thereof, for "fulfilling treaty stipulations with the Indians," for "interest on Choctaw general fund," and "interest on Choctaw school fund" from December, 1861, to July 1, 1866. It is therefore moved by the said claimant that this honorable court directs a rule to issue, addressed to the honorable the Secretary of the Treasury, requesting him to cause to be furnished from the records of the office of the Second Auditor, for use on the trial of the above entitled cause, such certified copies of abstracts, receipts, or vouchers, or extracts therefrom as will enable the court to determine what part, if any, of the several sums of money embraced in the paper hereto attached and marked A, and charged against the Choctaws as payments of money made to or for the benefit of the said Nation, as shown in the said paper marked A, was in fact made to or for the said Choctaw Nation, or for its benefit, or for the benefit of individual members thereof, between the dates of payment shown in said paper marked A.

JOHN B. LUCE,
Attorney for Claimant.

By JOHN J. WEED,
Of Counsel.

A.

PAYMENTS CHARGED AGAINST THE CHOCTAW NATION, FULFILLING TREATIES WITH INDIANS.

1861.		
Decr. 19.	By Walter Lowrie, secy., &c., Board of Foreign Missions, per c'tificate 2d Compt., No. 3388, 5594	3,000 00
1862.		
June 20.	Thomas Carney & Co., per c'tificate 2d Compt., No. 6577, 5855.	5,000 00
" "	Thomas C. Stevens & Co., per Thomas Carney " 6581, 5859...	10,000 00
	Balance unexpended 30 June, 1862	46,448 46
		$64,448 46
1862.		
Sept. 20.	By William G. Coffin, supt., 5963	2,775 00
Nov. 14.	" Walter Lowrie, sec., &c., per c'tif. 2d Compt., No. 8283, 6025.	14,260 34
" 24.	" Geo. Ainslee, care Walter Lowrie, " " " " " 8046, 6056.	199 00
" " "	" S. Orlando Lee, " " " " " " " 8405, 6057.	241 55
" 25.	" William G. Coffin, supt., " " " 6059.	75 00
Decr. 31.	" D. L. Hobbs, care of Walter Lowrie, " " 8881, 6098.	1,830 64

1863.		
Jany. 10.	" William G. Coffin, supt., 6116	30,000 00
" 31.	" John Edwards, per ctf. 2d Compt., No. 9326	1,092 67
" "	" William G. Coffin, supt., 6163	15,000 00
Feby. 12.	" William G. Coffin, supt., 6179	7,500 00
June 30.	" Balance unexpended	44,514 26
		117,488 26
1863.		
Sept. 3.	By William G. Coffin, supt., &c., 6566	7,694 26
Nov. 5.	" Cronin, Huexthal & Sears, ctf. 2d Compt., 3169, 6641	14,000 00
" 17.	" " " " " " " " 3312, 6664	448 00
Decr. 9.	" William G. Coffin, supt., 6689	15,000 00
1864.		
Jany. 8.	" J. H. More, agt. N. Y. Cent. R. R. Co., 3980, 6720	570 48
" 19.	" William G. Coffin, supt., 6737	9,496 60
June 3.	" Balance	4,411 96
		51,621 30
1864.		
July 21.	By McDonald & Fuller, 6418, 7096	35,520 00
Aug. 11.	" William G., Coffin, supt., &c., 8042	3,111 96
1865.		
Jany. 13.	" " " " " " 8270	1,300 00
May 1.	" Elijah Sells, " " 8453	15,400 00
June 30.	" Balance on hand	20,120 00
		75,451 96
Aug. 12.	By Elijah Sells, supt., 8573	$20,120 00

RECEIPTS AND DISBURSEMENTS OF "INTEREST ON CHOCTAW GENERAL FUND," AND "INTEREST ON CHOCTAW SCHOOL FUND," FROM 1860 TO 1866.

	Receipts general fund	$165,089 07
	" school fund	47,637 47
1863.	Disbursements general fund:	
Nov. 9.	William G. Coffin	5,382 41
Decr. 18.	William G. Coffin	9,477 60
1864.		
Aug. 11.	" " "	158 37
Decr. 23.	William Dole, special agt. refugee Indians	56 30
1865.		
Jany. 31.	William G. Coffin	76 74
Mch. 17.	" " "	100,000 00
April 8.	" " "	11,397 57
" 14.	" " "	10,642 00
Aug. 14.	Elijah Sells	81 63
	Disbursed by Elias Rector & Goddard Bailey, 1860 (Don't Want)	27,730 90
	Total disbursements	165,005 52
1866.		
July 1.	Balance in Treasury	83 55
		165,089 07

DISBURSEMENTS SCHOOL FUND.

	By sundry disbursements July 7, 1860, to April 11th, 1862 (Don't Want)	$6,179 42
1864.		
Feby. 27.	William G. Coffin	11,445 44
Aug. 11.	" " "	9,695 59
1865.		
Jany. 20.	" " "	6,784 71
April 14.	" " "	5,130 00
Aug. 14.	Elijah Sells	4,141 12

1866. April 5.	" " expenses delegation to Washington (Don't Want)	4,000 00
	Total disbursements	47,376 87
1866. July 1.	Balance in Treasury	261 19
		$47,677 47

[Indorsement.]

TREAS'Y DEPT.,
Oct. 20, 1881.

Respectfully referred to the Second Auditor, who will please send copies of the papers requested to this office, returning this paper therewith.

J. T. POWER,
Chief Clerk.

ANSWER TO RULE ISSUED OCTOBER 11, 1881.

DR. *Thomas Carney & Co., in a/c with the United States.* CR.

	Treaties.					Treaties.			
	Creeks.	Choctaws.	Seminoles.	Total.		Creeks.	Choctaws.	Seminoles.	Total.
Due them	15,000	5,000	3,357 58	23,357 58	By W. G. Coffin, sup't: For the cost and charges on supplies furnished for refugee Indians in Kansas, per his receipts in the months of April, May, & June herewith filed $33,357$\frac{58}{100}$, the sum of $10,000 on a/c Chickasaws, paid by statement & report of this day.	15,000	5,000	3,357 58	23,357 58
	15,000	5,000	3,357 58	23,357 58		15,000	5,000	3,357 58	23,357 58
					By balance	15,000	5,000	3,357 58	23,357 58

2D COMPTROLLER'S OFFICE, *June* 19*th*, 1862.
GEO. D. ABBOT.

2D AUD. OFFICE, 19 *June*, 1862.
CHAS. W. FORREST.

No. 6577.] TREASURY DEPARTMENT,
SECOND AUDITOR'S OFFICE, *June* 19, 1862.

I certify that I have examined and adjusted the account of Thomas Carney & Co., and find that they are entitled to credit.

By Wm. G. Coffin, supt.:
For the cost and charges of supplies furnished the refugee Indians in Kansas, per his receipts in the months of April, May, & June, 1862, $33,357.58, the portion of this sum, say $10,000, paid on ac't Chickasaws, per statement, & report dated this day. (No. 493, Chickasaw settlements) 23,357 58

Fulf. treaties with Creeks	$15,000
" " " Choctaws	5,000
" " " Seminoles	3,357 58

To be paid to Thomas Carney & Co., claim't, city of Washington, as appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

E. B. FRENCH,
Second Auditor.

To the SECOND COMPTROLLER OF THE TREASURY.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above balance, this 19th day of June, 1862.

J. MADISON CUTTS,
Second Comptroller.

United States in a/c with Wm. Kile, special agent, appointed to furnish the Creeks, Cherokees, Seminoles, and other destitute Indians in Southern Kansas with provisions and clothing.

Abstract A, showing the amount due Thomas Carney & Co. for furnishing Wm. Kile with provisions and clothing to be distributed amongst said Indians.

Voucher No.	1 (one)	32 00
" "	2 (two)	128 00
" "	3 (three)	645 76
" "	4 (four)	60 00
" "	5 (five)	1,350 50
" "	6 (six)	165 87
" "	7 (seven)	1,240 89
" "	8 (eight)	1,145 10
" "	9 (nine)	1,500 00
" "	10 (ten)	313 00
" "	11 (eleven)	80 00
" "	12 (twelve)	942 85
" "	13 (thirteen)	300 00
" "	14 (fourteen)	23,258 29
" "	15 (fifteen)	2,198 54
		$33,360 80

No. 6581.] TREASURY DEPARTMENT,
SECOND AUDITOR'S OFFICE, 20*th June*, 1862.

I certify that I have examined and adjusted the account of Thomas C. Stevens & Co., and find that they are entitled to credit.

By Wm. G. Coffin, supt.:

For cost of beef cattle & supplies furnished the refugee Indians in Kansas by his receipts dated in May, 1862, $22,699.74, $10,000 of said sum to be paid on a/c Chickasaw Indians	12,699 74
Fulf. treaties with Choctaws	$10,000
" " " Creeks	2,699 74

To be paid to Thos. C. Stevens & Co., claim'ts, care Thomas Carney, city of Washington, as appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

E. B. FRENCH, *Second Auditor.*

To the SECOND COMPTROLLER OF THE TREASURY.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above balance, this twentieth day of June, 1862.

J. MADISON CUTTS,
Second Comptroller.

[Thos. Carney. T. C. Stevens. L. S. Carney.]

LEAVENWORTH CITY, KANSAS, *March* 27, 1862.

United States bought of Thos. Carney & Co., wholesale grocers, corner of Cherokee street and Levee.

4 bbls. salt, delivered at Le Roy, $8 ..... $32 00

I certify upon honor that I have purchased the above named article of Thomas Carney & Co., and that the price agreed to be paid by me is reasonable and the lowest market price, and that the above articles are for the use and benefit of the Southern refugee Indians in Kansas.

WM. KILE,
Special Agent for Southern Refugee Indians, Kansas.

LE ROY, COFFEY CO., KANSAS, *April 3d*, 1862.

Received of William Kile, special agent for the purchase of provisions, goods, &c., for the Southern refugee Indians, the above-named article for distribution amongst said Indians.

W. G. COFFIN,
Supt. Indian Affairs, Southern Superintendency.

NOTE BY AUDITOR.

The vouchers to abstract A from 1 to 15, inclusive, are, in form, substance, and certificate similar to the above voucher, and are not all copied by direction of counsel for claimant.

O. FERRSIS,
Auditor.
By A. G. W.

DR. *Thomas C. Stevens & Co., in a/c with the United States.* CR.

	Treaties.				Treaties.		
	Choctaws.	Creeks.	Total.		Choctaws.	Creeks.	Total.
Due them.....	10, 000	2, 699 74	12, 699 74	By W. G. Coffin, sup't: For cost of beef-cattle & supplies furnished for the refugee Indians in Kansas, by his receipts dated in May, 1862, $22,699 74/100. $10,000 of said sum to be paid on a/c of the Chickasaws per statement & report dated this day, vouchers herewith.....	10, 000	2, 699 74	12, 699 74
	10, 000	2, 699 74	12, 699 74		10, 000	2, 699 74	12, 699 74
				By balance.....	10, 000	2, 699 74	12, 699 74

2D COMPTROLLER'S OFFICE, *June 20th*, 1862.
GEO. D. ABBOT.

2D AUD. OFFICE, 20 *June*, 1862.
CHAS. W. FORREST

United States in a/c with Wm. Kile, special agent appointed to furnish the Creeks, Cherokees, Seminoles, and other destitute Indians in Southern Kansas, with provisions and clothing.

Abstract showing the amount due Thomas C. Stevens & Co. for furnishing Wm. Kile with cattle and provisions to be delivered to the said refugee Indians.

Voucher No. one (1)	11,467 17
" " two (2)	1,519 63
" " three (3)	9,779 19
	$22,765 99

The United States to Thomas C. Stevens & Co., Dr.:

1862.		
April 5th.	To 109 head beef cattle, averaging 1,495 lbs.=162,955, at 3c	4,888 65
" 11.	To 68 head beef cattle, averaging 1,588 lbs.=107,984, at 3c	3,239 52
" 15.	To 39 head beef cattle, averaging 1,450 lbs.= 56,550, at 3c	1,696 50
" 24.	To 14 head beef cattle, averaging 1,725 lbs.= 24,150, at 3c	724 50
" 30.	To 12 head beef cattle, averaging 1,575 lbs.= 18,900, at 3c	567 00
" 31.	To 9 head beef cattle, averaging 1,300 lbs.= 11,700, at 3c	351 00
		$11,467 17

I hereby certify upon honor that I have purchased the above cattle of Thomas C. Stevens & Co., and that the prices agreed by me to be paid are reasonable and the lowest market price, and that the cattle are for the use and benefit of the Southern Refugee Indians in Kansas.

WM. KILE,
Special Agent Refugee Indians, Kansas.

LE ROY, COFFEY CO., KANSAS, *May 5th*, 1862.

Received of William Kile, special agent for the purchase of provisions, goods, &c., for the Southern Refugee Indians, the above-named cattle for distribution amongst said Indians.

W. G. COFFIN,
Supt. Indian Affairs, Southern Superintendency.

NOTE BY AUDITOR.

This voucher, T. C. Stevens & Co., 1 to 3, inclusive, are in form, substance, and certificate similar to the above voucher, and are not all copied by direction of counsel for claimant.

O. FERRISS,
Auditor.

By A. F. W.

DR. *W. G. Coffin, supt. Ind. affairs, in a/c with the United States.* CR.

		Fulfilling treaties.				Buildings, &c., houses for agents.	Total.
		Creeks.	Seminoles.	Chickasaws.	Choctaws.		
1863. May 7	To balance	12,277 33	2,444 67	.....	.....	.....	14,722
1862. Sep. 22	" req. No. 5788	34,500	11,500	.....	2,775	.....	48,775
Dec. 1	" req. No. 5885	75	75	.....	75	.....	225
1863. Jan. 12	" req. No. 5941	.....	30,000	.....	30,000	.....	60,000
31	" req. No. 5988	.....	15,000	.....	15,000	.....	30,000
Feby 12	" req. No. 6004	.....	15,000	.....	7,500	.....	22,500
Mar. 2	" req. No. 6029	.....	8,500	.....	.....	.....	8,500
	Balance	.....	.....	427 64	.....	69 67	497 31
		46,852 33	82,519 67	427 64	55,350	69 67	185,219 31
	To balance	4,353 44	69,887 50	.....	52,944 27	.....	127,185 21

		Fulfilling treaties.				Buildings, &c., houses for agents.	Total.
		Creeks.	Seminoles.	Chickasaws.	Choctaws.		
1863. May 7	By balance	.....	.....	130 39	.....	69 67	200 06
	By Geo. C. Snow, agt., for amo. paid him 24 & 31 Dec., 1862	.....	75	.....	.....	.....	75
	By Geo. A. Cutler, agt., for amo. paid him 20 & 31 Dec., 1862	75	.....	.....	.....	.....	75
	By Isaac Coleman, agt., for amo. paid him 23d & 31 Dec., 1862	.....	.....	.....	$75	.....	75
	By appropriation for amo. disb'r'd 3d & 4th qrs. 1862 ac's & v. filedn	42,423 89	12,557 17	297 25	2,330 73	.....	57,609 04
		*42,498 89	*72,632 17	.....	2,405 73	.....	.....
	Balance	4,353 44	69,887 50	.....	52,944 27	.....	127,185 21
		46,852 33	82,519 67	427 64	55,350	69 67	185,219 31
	By balance	.....	.....	427 64	.....	69 67	497 31

2D AUD. OFFICE, 11*th July*, 1863.

TREASURY DEPARTMENT, 2D COMPTROLLER'S OFFICE, *July* 15*th*, 1863.

CH. W. FORREST.

GEO. D. ABBOT.

* In pencil on the original.

No. 1647.]

TREASURY DEPARTMENT,
SECOND AUDITOR'S OFFICE,
July 11*th*, 1863.

I certify that I have examined and adjusted the account of Wm. G. Coffin, supt. Ind. affairs, and find that he stands charged, viz:

1863. May 7.	To balance on settlement		$49,998 82
1862. Sep. 22.	" req. No. 5788		69,000
Nov. 19.	" " No. 5854		2,840
Dec. 1.	" " No. 5885		375
1863. Jany. 12.	" " No. 5941		75,000
" 31.	" " No. 5988		37,500
Feby. 12.	" " No. 6004		37,500
27.	" " No. 6024		3,275
March 2.	" " No. 6029		14,579
14.	" " No. 6050		25,000
25.	" " No. 6086		21,000
April 23.	" " No. 6159		38,534
May 6.	" " No. 6199		35,009
29.	" " No. 6245		21,152 50
June 4.	" " No. 6254		15,000
	To his debit on the books		$445,763 32
	That he stands credited, viz:		
1863. May 7.	By bal. on settlement	11,089 30	
July 2.	" E. H. Carruth, Ind. agt.: For am. paid him 20 Nov., 22d & 31 Dec., 1862	825 00	
			11,914 30
	Balance agt. him on the books		$433,849 02
	That he is chargeable, To Isaac Coleman, agt. For amo. recd. from him 2d Dec., 1862		95
	To appropriation: For proceeds sale of ambulance 4th qr. 1862		70
	Making to his debit		$433,919 97
	That he is entitled to credit: By Peter P. Elder, agt., For amo. paid him 30 Sep., 28 & 31 Dec., 1862	$4,847 97	
	By Geo. C. Snow, agt., For amo. paid him 30 Sep., 24 & 31 Dec., 1862	825 00	
	By Geo. A. Cutler, agt., For amo. paid him 30 Sep., 20 & 31 Dec., 1862	825 00	
	By Isaac Coleman, agt., For amo. paid him 30 Sep., 23 & 31 Dec., 1862	825 00	
	By Justin Harlan, agt., For amo. paid him 20 Nov., 28 & 31 Dec., 1862	998 90	
	By appropriation: For amo. disbrd 3d & 4h qrs. 1862, with his salary for same time, less $17 $\frac{89}{100}$ war tax on his salary, & the compensation of persons employed in his superintendency for 3d & 4h qrs. 1862	100,665 97	
			108,987 84
	Balance due United States		$324,932 13

Remo. & subs. of Seminoles	$95,018
Fulf. treaties with Creeks	4,353 44
" Seminoles	69,887 50
" Choctaws	52,944 27
Pay supt. & Ind. agents	5,465 97
" interpreters	2,064 57
" temporary clerks to supt	375
Colonizing, supporting & Wichitas & other affiliated bands	39,824 22
Presents to Indians	17 33

Trust fund.—Int. due Cherokee Nat. fund	10,612 14	
" Cherokee schools	10,693 15	
" Cherokee orphans	1,804 30	
" Creek orphans	1 12	
" Choctaw orphans (lands)	15,000	
Indian service in the district of country leased from the Choctaws for Indians lately residing in Texas	19,054 56	
Balances due U. S	$327,115 57	
Balances due U. States		$327,115 57
Balances due W. G. Coffin, supt., &c., viz.:		
Provisions for Indians	17 33	
Relief of destitute Indians	195	
Fulf. treaties with Chickasaws	427 64	
Buildings, &c., houses for agents	69 67	
Contingencies Ind. Dept	1,473 80	
		2,183 44
Balance due U. S		$324,932 13

A req. to issue in favor of W. G. Coffin, supt., for the bal. due him to go to his credit, viz.:

Presents to Indians	$17 33
Fulf. treaties with Seminoles	2,166 11

As appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

E. B. FRENCH,
Second Auditor.

To the SECOND COMPTROLLER OF THE TREASURY.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above balance, this 15th day of July, 1863.

J. M. BRODHEAD,
Second Comptroller.

TRIBE—CHOCTAWS.

Abstract of disbursements made by Wm. G. Coffin, sup't Ind'n aff'rs in the quarter ending September 30th, 1862, for treaty stipulations.

Date.	No. of voucher.	To whom paid.	For what paid.	Fulfilling treaties with Choctaws.	Amount.
1862. September 30	.....	Wm. G. Coffin, sup't, &c.	On account of a balance due Sup't Coffin for furnishing supplies to Chickasaws at the close of the 2d q'r of 1862 (see gen'l abstract, 2d q'r 1862)	442 64	442 64
July 10	1	J. F. Newlon	Flour	123 00	123 00
" 19	2	J. F. Newlon	Pork	160 00	160 00
" 26	3	J. F. Newlon	Flour	144 00	144 00
September 30	4	John Stepp	Transportation	230 00	230 00
August 8	5	Wm. Huntington	Corn	73 60	73 60
July 9	6	Sam'l Vangundy	Bacon	29 35	29 35
September 10	7	John Morris	do	10 30	10 30
" 25	8	L. Perry	Sundries	18 40	18 40
July 5	9	P. H. Smith	Beeves	82 50	82 50
September 30	10	N. Snodgrass	Transportation	10 00	10 00
July 9	11	Charles Bunch	do	10 00	10 00
September 30	12	Rollin Norton	Corn	25 00	25 00
July 19	13	Peter Smith	Bacon	73 00	73 00
" 13	14	Solomon Smith	Corn	16 40	16 40
September 30	15	Robert Weston	Transportation	20 00	20 00
July 25	16	Washington Waterman	do	12 60	12 60

Abstract of disbursements made by Wm. G. Coffin, &c.—Continued.

Date.	No. of voucher.	To whom paid.	For what paid.	Fulfilling treaties with Choctaws.	Amount.
1862.					
August 14	17	J. H. Whistler	One beef	25 00	25 00
July 2	18	J. P. Hamilton	Transportation	6 00	6 00
" 9	19	Charles Stoeltzing	Bacon	5 41	5 41
" 28	20	Edward Drum	Transportation	2 50	2 50
August 14	21	Wm. Manson	Corn	7 50	7 50
			Amount disbursed	1,527 20	1,527 20
			On hand last quarter		
			Amount received during the quarter	2,775 00	2,775 00
			Total on hand	2,775 00	2,775 00
			Balance applicable to next quarter	1,247 80	1,247 80

I certify that the above abstract is correct and true.

W. G. COFFIN,
Sup't Ind'n Aff'rs.

The United States to J. F. Newlon, Dr.

Le Roy, July 8, 1862. To 41 sacks of flour, at three dollars per sack 123 00

I certify upon honor that I have purchased the above-named flour of J. F. Newlon, and that the price agreed to be paid by me for the same is reasonable and the current market price, and that the above-named flour is for the use and benefit of the Southern refugee Indians in Kansas.

WM. KILE,
Special Agent for Southern Refugee Indians, Kansas.

Received of William Kile, special agent for the purchase of provisions, goods, &c., for the Southern refugee Indians, the above-named flour for distribution amongst said Indians.

W. G. COFFIN,
Supt. Indian Affairs, Southern Superintendency.

The United States to J. F. Newlon, Dr.

Date.		Dollars.	Cts.
1862. July 8th	For 41 sacks of flour, at $3.00 per sack, for the use of the Southern refugee Indians.	123	00

Received, Le Roy, Coffey Co., Kansas, July 18th, 1862, of W. G. Coffin, superintendent of Indian affairs, one hundred & twenty-three dollars, in full of the above account.

$123.00. J. F. NEWLON.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this eighteenth day of July, 1862, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 1. Abstract F. 3rd quarter, 1862. J. F. Newlon, $123.

The United States to J. F. Newlon, Dr.

July 11, '62. To 16 bbls. pork, at $10.00 per bbl 160 00

I certify upon honor that I have purchased the above-named pork of J. F. Newlon, and that the price agreed to be paid by me for the same is reasonable and the current market price, and that the above-named pork is for the use and benefit of the Southern refugee Indians in Kansas.

WM. KILE,
Special Agent for Southern Refugee Indians, Kansas.

Received of William Kile, special agent for the purchase of provisions, goods, &c., for the Southern refugee Indians, the above-named pork for distribution amongst said Indians.

W. G. COFFIN,
Supt. Indian Affairs, Southern Superintendency.

The United States to J. F. Newlon, Dr.

Date.		Dollars.	Cts
1862. July 11th	For 16 barrels of pork for the use of the Southern Refugee Indians, at $10.00 per bbl.	160	00

Received, Le Roy, Coffey Co., Kansas, July 19, 1862, of W. G. Coffin, superintendent of Indian affairs, one hundred & sixty dollars, in full of the above account.

$160.00. J. F. NEWLON.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this nineteenth day of July, 1862, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 2. Abstract F. 3d quarter, 1862. J. F. Newlon, $160.00.

The United States to J. F. Newlon, Dr.

Date.		Dollars.	Cts.
1862. July 26th	For 48 sacks of flour furnished the Southern Refugee Indians, at $3.00 per sack.	144	00

Received, Le Roy, Coffey Co., Kansas, July 26th, 1862, of W. G. Coffin, superintendent of Indian affairs, one hundred and forty-four dollars, in full of the above account.

$144.00. J. F. NEWLON.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this twenty-sixth day of July, 1862, paid the amount there

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 3. Abstract F. 3d quarter, 1862. J. F. Newlon, $144.00.

The United States to John Stepp, Dr.

Date.		Dollars.	Cts.
1862. September 30th	For hauling supplies to the camps of the Southern Refugee Indians, near Le Roy, Coffey Co., Kansas, from July 1st to Sept. 30th, 1862, both inclusive, 92 days, at 2\frac{50}{100}$ p'r day.	230	00

Received, Le Roy, Coffey Co., Kansas, September 30th, 1862, of W. G. Coffin, superintendent of Indian affairs, two hundred and thirty dollars, in full of the above account.

$230.00.

JOHN STEPP, his x mark.

Attest: HENRY SMITH.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this thirtieth day of September, 1862, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 4. Abstract F. 3rd quarter, 1862. John Stepp. $230.00.

The United States to Wm. Huntington, Dr.

Date.		Dollars.	Cts.
1862. August 8th	For furnishing for the use of the Southern Refugee Indians 184 bushels of corn, at 40c. per bushel.	73	60

Received, Le Roy, Coffey Co., Kansas, August 8th, 1862, of W. G. Coffin, superintendent of Indian affairs, seventy-three and $\frac{60}{100}$ dollars, in full of the above account.

$73.60.

WILLIAM HUNTINGTON.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this eight' day of August, 1862, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 5. Abstract F. 3rd quarter, 1862. Wm. Huntington. $73.60.

The United States to Samuel Vangundy, Dr.

July 9, '62. To 559 lbs. of bacon, at 5¼ per lb $29 35

I certify upon honor that I have purchased the above-named bacon of Samuel Vangundy, and that the price agreed to be paid by me for the same is reasonable and the current market price, and that the above-named bacon is for the use and benefit of the Southern Refugee Indians in Kansas.

WM. KILE,
Special Agent for Southern Refugee Indians, Kansas.

Received of William Kile, special agent for the purchase of provisions, goods, &c., for the Southern Refugee Indians, the above-named bacon, for distribution amongst said Indians.

W. G. COFFIN,
Supt. Indian Affairs, Southern Superintendency.

The United States to Samuel Vangundy, Dr.

Date.		Dolls.	Cts.
1862. July 9th	To 559 lbs. of bacon furnished the Refugee Indians at Le Roy, Kansas, @ 5¼ p'r lb. (Bought by Wm. Kile.)	29	35

Received, Le Roy, Coffey Co., Kansas, July 9th, 1862, of W. G. Coffin, superintendent of Indian affairs, twenty-nine and $\frac{35}{100}$ dollars, in full of the above account.
$29.35.

SAMUEL VANGUNDY.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this ninth day of July, 1862, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 6. Abstract F. 3rd qr., 1862. Samuel Vangundy. $29.35.

The United States to John Morris, Dr.

Leroy, July 10, '62. To 206 lbs. bacon, at 5 cts. per lb 10 30

I certify upon honor that I have purchased the above-named bacon of John Morris, and that the price agreed to be paid by me for the same is reasonable and the current market price, and that the above named

bacon is for the use and benefit of the Southern Refugee Indians in Kansas.

WM. KILE,
Special Agent for Southern Refugee Indians, Kansas.

Received of William Kile, special agent for the purchase of provisions, goods, &c., for the Southern Refugee Indians, the above named bacon for distribution amongst said Indians.

W. G. COFFIN,
Supt. Indian Affairs, Southern Superintendency.

The United States to John Moris, Dr.

Date.		Dollars.	Cts.
1862. July 10th	For furnishing for the use of the Southern Refugee Indians in Kansas 206 lbs. bacon, at 5c. per lb.	10	30

Received, Leroy, Coffey Co., Kansas, September 10th, 1862, of W. G. Coffin, superintendent of Indian affairs, ten and $\frac{30}{100}$ dollars, in full of the above account.

JOHN MORIS, his ⋈ mark.

10\frac{30}{100}$.
Attest: HENRY SMITH.
(Triplicates.)

I certify, on honor, that the above account is correct and just, and that I have actually this tenth day of September, 1862, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 7. Abstract F. 3rd quarter, 1862. John Moris, 10\frac{30}{100}$.

The United States to L. Perry, Dr.

Date.		Dollars.	Cts.
1862. August 25	For furnishing the following articles, viz:		
	50 lbs. lead, at 20c. per lb	10	00
	3.000 gun caps, at 80c. per M	2	40
	15 lbs. powder, at 40c. per lbs	6	00
		18	40

I certify, on honor, that the within named articles were furnished to a party of (160) Southern Refugee Indians who were sent out by Opotheoholo and other chiefs on a scouting expedition into the Osage country.

W. G. COFFIN, *Supt. Ind'n Aff'rs.*

Received, Leroy, Coffey Co., Kansas, September 25th, 1862, of W. G. Coffin, superintendent of Indian affairs, eighteen and $\frac{40}{100}$ dollars, in full of the above account.

L. PERRY.

18\frac{40}{100}$.
(Triplicates.)

I certify, on honor, that the above account is correct and just, and that I have actually this twenty-fifth day of September, 1862, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 8. Abstract F. 3rd quarter, 1862. L. Perry, 18\frac{40}{100}$.

The United States to P. H. Smith, Dr.

Leroy, July 5, '62. To 2 beeves, average weight 1,500 lbs. = 3,000 gross, at $2\frac{3}{4}$ per lb 82 50

I certify, on honor, that I have purchased the above-named beeves of P. H. Smith, and that the price agreed to be paid by me for the same is reasonable and the current market price, and that the above-named beeves is for the use and benefit of the Southern Refugee Indians in Kansas.

WM. KILE,
Special Agent for the Southern Refugee Indians, Kansas.

Received of William Kile, special agent for the purchase of provisions, goods, &c., for the Southern Refugee Indians, the above-named beeves for distribution amongst said Indians.

W. G. COFFIN,
Supt. Indian Affairs, Southern Superintendency.

The United States to P. H. Smith, Dr.

Date.		Dollars.	Cts.
1862. July 5th	For furnishing the Southern Refugee Indians in Kansas with 2 beeves, average weight 1,500 lbs., 3,000 gross, at $2\frac{3}{4}$c. per lbs.	82	50

Received, Leroy, Coffey Co., Kansas, July 5th, 1862, of W. G. Coffin, superintendent of Indian affairs, eighty-two $\frac{50}{100}$ dollars, in full of the above account.

P. H. SMITH.

82\frac{50}{100}$.
(Triplicates.)

I certify, on honor, that the above account is correct and just, and that I have actually, this fifth day of July, 1862, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 9. Abstract F. 3rd quarter, 1862. P. H. Smith. $82.50.

The United States to N. Snodgrass, Dr.

Date.		Dollars.	Cts.
1862. September 30	For hauling one load of sanitary goods from Leroy, Kansas, to the destitute Southern Refugee Indians near Fort Scott, Kan., from the 26th to the 29th day of September, 1862, both inclusive, 4 days, at $2.50 per day for myself & team.	10	00

Received, Leroy, Coffey Co., Kansas, September 30th, 1862, of W. G. Coffin, superintendent of Indian affairs, ten dollars, in full of the above account.

N. SNODGRASS.

$10.00.
(Triplicates.)

I certify, on honor, that the above account is correct and just, and that I have actually, this thirtieth day of September, 1862, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 10. Abstract F. 3rd quarter, 1862. N. Snodgrass. $10.00.

The United States to Charles Bunch, Dr.

Date.		Dollars.	Cts.
1862. April 29th	To 4 days' hauling Refugee Indians from Cottonwood to Sac and Fox Agency, at $2.50 per day for myself and team, from 26th to April 29th, 1862, both inclusive.	10	00

Received, Florence, Lion Co., Kas., July 9th, 1862, of W. G. Coffin, superintendent of Indian Affairs, ten $\frac{00}{100}$ dollars, in full of the above account.

$10.00. CHAS. BUNCH.
(Triplicate.)

I certify on honor that the above account is correct and just, and that I have actually this ninth day of July, 1862, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 11. Abstract F. 3rd qr., 1862. Charles Bunch, $10.00.

The United States to R. Norton, Dr.

Leroy, August 5, 1862. To 62½ bushels of corn, at 40 cts. per bushel (on acc't of contract made July 25, '62)..... 25 00

I certify upon honor that I have purchased the above-named corn of R. Norton, and that the price agreed to be paid by me for the same is reasonable and the current market price, and that the above named corn is for the use and benefit of the Southern Refugee Indians of Kansas.

WM. KILE,
Special Agent for Southern Refugee Indians, Kansas.

Received of William Kile, special agent, for the purchase of provisions, goods, &c., for the Southern Refugee Indians, the above-named corn, for distribution amongst said Indians.

W. G. COFFIN,
Supt. Indian Affairs, Southern Superintendency.

The United States to Rollin Norton, Dr.

Date.		Dollars.	Cts.
1862. September 5	For furnishing for the use of the Southern Refugee Indians 62½ bushels corn, at 40c. per bushel.	25	00

Received, Le Roy, Coffey Co., Kansas, September 30th, 1862, of W. G. Coffin, superintendent of Indian affairs, twenty-five dollars, in full of the above account.

ROLLIN NORTON.

25\frac{00}{100}$.
(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this thirtieth day of September, 1862, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 12. Abstract F. 3rd quarter, 1862. Rollin Norton, $25.00.

The United States to Peter Smith, Dr.

Leroy, July 1st, 1862. To 1,460 lbs. of bacon, at 5 cents per pound..... 73 00

I certify upon honor that I have purchased the above-named bacon of Peter Smith, and that the price agreed to be paid by me for the same is reasonable and the current market price, and that the above-named bacon is for the use and benefit of the Southern Refugee Indians in Kansas.

WM. KILE,
Special Agent for Southern Refugee Indians, Kansas.

Received of William Kile, special agent for the purchase of provisions, goods, &c., for the Southern Refugee Indians, the above-named bacon, for distribution amongst said Indians.

W. G. COFFIN,
Supt. Indian Affairs, Southern Superintendency.

The United States to Peter Smith, Dr.

Date.		Dollars.	Cts.
1862. July 19th	For 1,460 lbs. bacon for the use of the Southern Refugee Indians, at 5c. per lb.	73	00

Received, Leroy, Coffee Co., Kansas, July 19th, 1862, of W. G. Coffin, superintendent of Indian affairs, seventy-three dollars, in full of the above account.

PETER SMITH.

73\frac{00}{100}$.
(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this nineteenth day of July, 1862, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 13. Abstract F. 3rd quarter, 1862. Peter Smith, $73.00.

The United States to Solomon Smith, Dr.

Leroy, July 30, 1862. To 41 bushels corn, at 40 cents per bushel..... 16 40

I certify upon honor that I have purchased the above-named corn of Solomon Smith, and that the price agreed to be paid by me for the same is reasonable and the current market price, and that the above-named corn is for the use and benefit of the Southern Refugee Indians in Kansas.

WM. KILE,
Special Agent for Southern Refugee Indians, Kansas.

Received of William Kile, special agent for the purchase of provisions, goods, &c., for the Southern Refugee Indians, the above-named corn, for distribution amongst said Indians.

W. G. COFFIN,
Supt. Indian Affairs, Southern Superintendency.

The United States to Solomon Smith, Dr.

Date.		Dollars.	Cts.
1862. July 30th	To 41 bushels of corn, for the use of the Southern Refugee Indians, at 40 c. per bushel.	16	40

Received, Le Roy, Coffey Co., Kansas, July 30, 1862, of W. G. Coffin, superintendent of Indian affairs, sixteen and $\frac{40}{100}$ dollars, in full of the above account.

SOLOMON SMITH.

$16.40.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this thirtieth day of July, 1862, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 14. Abstract F. 3rd quarter, 1862. Solomon Smith, $16.40.

The United States to Robert Weston, Dr.

Date.		Dollars.	Cts.
1862. Sept. 30	For hauling provisions, &c., from Leroy, Coffey Co., Kansas, to the camps of the Seminole Indians, near Neosho Falls, from the 15th to the 24th day of September, 1862, both inclusive, 10 days, at $2.00 per day, for self & team.	20	00

Received, Le Roy, Coffey Co., Kansas, September 30, 1862, of W. G. Coffin, superintendent of Indian affairs, twenty dollars, in full of the above account.

ROBERT WESTON.

$20.00.
(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this thirtieth day of September, 1862, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 15. Abstract F. 3rd quarter, 1862. Robert Weston, $20.00.

The United States to Washington Waterman, Dr.

Date.		Dollars.	Cts.
1862. July 25	For hauling 63 bushels corn from Emporia to Leroy, Coffey Co., Kansas, for the use of the Southern Refugee Indians in Kansas, at 20 c. per bushel.	12	60

Received, Le Roy, Coffey Co., Kansas, July 25th, 1862, of W. G. Coffin, superintendent of Indian affairs, twelve $\frac{60}{100}$ dollars, in full of the above account.

WASHINGTON WATTERMAN, his x mark.

$12.60.
Attest: H. SMITH.
(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this twenty-fifth day of July, 1862, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

W. ALERT.
J. B. SCOTT.

(Indorsed:) Voucher No. 16. Abstract F. 3rd quarter, 1862. Washington Waterman, 12\frac{60}{100}$.

The United States to J. H. Whistler, Dr.

Burlington, Kansas, April 26, '62. To 1 beef, estimated weight 1,000, at 2½ cents gross $25 00

I certify upon honor that I have purchased the above-named beef of J. H. Whistler, and that the price agreed to be paid by me for the same is reasonable and the current market price, and that the above named beef is for the use and benefit of the Southern Refugee Indians in Kansas.

WM. KILE,
Special Agent for Southern Refugee Indians, Kansas.

Received of William Kile, special agent for the purchase of provisions, goods, &c., for the Southern Refugee Indians, the above named ——— for distribution amongst said Indians.

W. G. COFFIN,
Supt. Indian Affairs, Southern Superintendency.

The United States to J. H. Whistler, Dr.

Date.		Dollars.	Cts.
1862. April 26th	For furnishing 1 beef for the Southern Refugee Indians, estimated weight 1,000 lbs., at 2½ c. per lb., gross.	25	00

Received, Le Roy, Coffey Co., Kansas, August 24th, 1862, of W. G. Coffin, superintendent of Indian affairs, twenty-five dollars, in full of the above account.

J. H. WHISTLER, his x mark.

$25.00.
Attest: E. E. COFFIN.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this twenty-fourth day of August, 1862, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 17. Abstract F. 3rd quarter, 1862. J. H. Whistler, $25.00.

The United States to J. P. Hamilton, Dr.

Date.		Dollars.	Cts.
1862. July 2nd	For hauling goods, for the use of the Southern Refugee Indians, from Leavenworth to Le Roy, Kansas, 800 lbs., at 75 c. per cwt., furnishing my own team.	6	00

Received, Le Roy, Coffey, Co., Kansas, July 2nd, 1862, of W. G. Coffin, superintendent of Indian affairs, six dollars in full of the above account.
$6.00.

J. P. HAMILTON.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this second day of July, 1862, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 18. Abstract F. 3rd quarter, 1862. J. P. Hamilton. $6.00.

The United States to Charles Stulsing, Dr.

July 2d, '62. To 103 lbs. of bacon, at 5¼ cts. per lb..... $5 41

I certify upon honor that I have purchased the above-named bacon of Charles Stulsing, and that the price agreed to be paid by me for the same is reasonable and the current market price, and that the above-named bacon is for the use and benefit of the Southern Refugee Indians in Kansas.

WM. KILE,
Special Agent for Southern Refugee Indians, Kansas.

Received of William Kile, special agent for the purchase of provisions, goods, &c., for the Southern Refugee Indians, the above named bacon, for distribution amongst said Indians.

W. G. COFFIN,
Supt. Indian Affairs, Southern Superintendency.

The United States to Charles Stoeltzing, Dr.

Date.		Dolls.	Cts.
1862. July 9th	To 103 lbs. bacon delivered at Le Roy, Kansas, for the Refugee Indians, @ 5¼. (Bought by Wm. Kile.)	5	41

Received, Le Roy, Coffey Co., Kansas, July 9th, 1862, of W. G. Coffin, superintendent of Indian affairs, five and $\frac{41}{100}$ dollars, in full of the above account.

CHARLES STOELTZING.

$5.41.
(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this ninth day of July, 1862, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 19. Abstract F. 3rd qr., 1862. Charles Stoeltzing. $5.41.

The United States to Edward Drum, Dr.

Date.		Dollars.	Cts.
1862. July 28th	For hauling corn-meal from Burlington to Le Roy, Kansas, for the Refugee Indians, one day, myself & team.	2	50

Received, Le Roy, Coffey Co., Kansas, July 28th, 1862, of W. G. Coffin, superintendent of Indian affairs, two and $\frac{50}{100}$ dollars, in full of the above account.

EDWARD DRUM.

$2.50.
(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this twenty-eighth day of July, 1862, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 20. Abstract F. 3rd quarter, 1862. Edward Drum. $2.50.

The United States to Wm. Manson, Dr.

Burlington, Kansas, April 26, '62. To 30 bushels corn, at 25..... 7 50

I certify upon honor that I have purchased the above-named corn of Wm. Manson, and that the price agreed to be paid by me for the same is reasonable and the current market price, and that the above-named corn is for the use and benefit of the Southern Refugee Indians in Kansas.

WM. KILE,
Special Agent for Southern Refugee Indians, Kansas.

Received of William Kile, special agent for the purchase of provisions, goods, &c., for the Southern Refugee Indians, the above-named ——— for distribution amongst said Indians.

W. G. COFFIN,
Supt. Indian Affairs, Southern Superintendency.

The United States to Wm. Manson, Dr.

Date.		Dollars.	Cts.
1862. April 26th	For 30 bushels of corn for the use of the Southern Refugee Indians, at 25c. per bushel.	7	50

Received, Le Roy, Coffee Co., Kansas, August 14th, 1862, of W. G Coffin, superintendent of Indian affairs, seven and $\frac{50}{100}$ dollars, in full of the above account.

WM. MANSON.

$7\frac{50}{100}$.
(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this fourteenth day of August, 1862, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 21. Abstract F. 3d Quarter, 1862. Wm. Manson, $7\frac{50}{100}$.

TRIBE—CHOCTAW.

Abstract of disbursements made by W. G. Coffin, sup't Indi'n aff'rs in the quarter ending December 31st, 1862, for treaty stipulations.

Date.	No. of voucher.	To whom paid.	For what paid.	Fulfilling treaties.	Amount.
1862.					
November 2	1	Johannis Brutchin	Beeves	355 50	355 50
" 6	2	Charles Edwards	Corn meal	62 50	62 50
" 14	3	Monday Durant	Corn	34 50	34 50
" 9	4	Albert Saunders	Hauling Indians	10 00	10 00
" 16	5	A. C. Howard	Flour	4 80	4 80
December 23	6	Isaac Colman	Transferred	75 00	75 00
" 31	7	G. D. Bunch	Beef cattle	403 87	403 87
" 15	8	Wm. Phillips & Co	One buggy	180 00	180 00
" 6	9	D. W. Wilder & Co	Advertising	65 00	65 00
" 11	10	Frank Drum	Transportation	50 00	50 00
" 6	11	Buckingham & Co	Advertising	50 00	50 00
" 6	12	Wm. H. Cochran	Transportation	30 00	30 00
			Amount disbursed	1,321 17	1,321 17
			On hand last quarter	1,247 80	1,247 80
			Amount received during the quarter	75 00	75 00
			Total on hand	1,322 80	1,322 80
			Balance applicable to next quarter	1 63	1 63

I certify that the above abstract is correct and true.

W. G. COFFIN,
Sup't Ind'n Aff'rs.

The United States to Johannis Brutchin, Dr.

Date.		Dollars.	Cts.
1862. October 15th	For furnishing for the use of the Southern Refugee Indians in Kansas 10 head of beeves, average weight 1,580 lbs. gross, 15,800 lbs., at 2¼c. pr. lbs.	355	50

Received, Le Roy, Coffee Co., Kansas, November 2d, 1862, of W. G Coffin, superintendent of Indian affairs, three hundred and fifty-five and $\frac{50}{100}$ dollars, in full of the above account.

JOHANNIS BRUTCHIN.

355\frac{50}{100}$.
(Triplicates.)

I certify, on honor, that the above account is correct and just, and that I have actually, this second day of November, 1862, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher 1. Abstract F. 4th quarter, 1862. Johannis Brutchin, 355\frac{50}{100}$.

The United States to Charles Edwards, Dr.

Date.		Dollars.	Cts.
1862. November 5th	For furnishing for the use of the Southern Refugee Indians near Le Roy, Coffey Co., Kansas, 50 scks corn-meal, at $1.25 pr. sck.	62	50

Received, Leroy, Coffey Co., November 6th, 1862, of W. G. Coffin, superintendent of Indian affairs, sixty-two and $\frac{50}{100}$ dollars, in full of the above account.

CHARLES EDWARDS.

$62\frac{50}{100}$.
(Triplicates.)

I certify, on honor, that the above account is correct and just, and that I have actually, this sixth day of November, 1862, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 2. Abstract F. 4th quarter, 1862. Charles Edwards, $62\frac{50}{100}$.

The United States to Monday Durant, Dr.

Date.		Dollars.	Cts.
1862. November 14th	For furnishing for the use of the Southern Refugee Indians near Le Roy, Kansas, 69 bushels of corn, at 50c. per bushel.	34	50

Received, Leroy, Coffey Co., Kansas, November 14th, 1862, of W. G. Coffin, superintendent of Indian affairs, thirty-four and $\frac{50}{100}$ dollars, in full of the above account.

MONDAY DURANT, his x mark.

$34\frac{50}{100}$.
Attest: E. E. COFFIN.
(Triplicates.)

I certify, on honor, that the above account is correct and just, and that I have actually, this fourteenth day of November, 1862, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 3. Abstract F. 4th quarter, 1862. Monday Durant, $34\frac{50}{100}$.

The United States to Albun Saunders, Dr.

Date.		Dollars.	Cts.
1862. November 9th	For hauling Southern Refugee Indians from Le Roy, Coffey Co., Kansas, to the Sac and Fox Reservation, Kansas, from the 5th to the 8th day of November, 1862, both inclusive, with one team, making 4 days, at $2\frac{50}{100}$ per day, furnishing myself and team.	10	00

Received, Leroy, Coffey Co., Kans., November 9th, 1862, of W. G. Coffin, superintendent of Indian affairs, ten dollars, in full of the above account.

A. SAUNDERS.

$10.00
(Triplicates.)

I certify, on honor, that the above account is correct and just, and that I have actually, this ninth day of November, 1862, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 4. Abstract F. 4th quarter, 1862. Albun Saunders, $10.00.

The United States to A. C. Howard, Dr.

Date.		Dollars.	Cts.
1862. November 16th	For furnishing for the use of the Refugee Wichita Indians on Cherry Creek, 160 pounds of flour, at 3c. per pound.	4	80

Received, Leroy, Coffey Co., Kansas, November 16th, 1862, of W. G. Coffin, superintendent of Indian affairs, four and $\frac{80}{100}$ dollars, in full of the above account.

A. C. HOWARD.

$4\frac{80}{100}$.
(Triplicates.)

I certify, on honor, that the above account is correct and just, and that I have actually, this sixteenth day of November, 1862, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 5. Abstract F. 4th quarter, 1862. A. C. Howards, $4\frac{80}{100}$.

Received at Leroy, Coffey Co., Kansas, December 23rd, 1862, from W. G. Coffin, supt. Indn. affrs., southern superintendency, seventy-five dollars, on account of the contingent expenses within the Choctaw and Chickasaw agency for the 3rd and 4th quarters of 1862, for which I am responsible to the United States Treasury under the following head of appropriation, "Fulfilling treaties with Choctaws." (Interest, &c., $75.00.)

ISAAC COLMAN,
U. S. Indn. Agent.

(Indorsed:) Voucher No. 6. Abstract F. 4th qr., 1862. Isaac Colman. $75.00.

The United States to G. D. Bunch, Dr.

Date.		Dollars.	Cts.
1862. November 30th	For furnishing for the use of the Wichita, Delaware, and other Refugee Indians on Virdigris River, Kansas, 16 head beeves, average weight 1,121⅞, total weight 17,950 lbs., at 2¼c. per pound.	403	87

Received, Leroy, Coffey Co., Kansas, December 31st, 1862, of W. G. Coffin, superintendent of Indian affairs, four hundred and three and $\frac{87}{100}$ dollars, in full of the above account.

G. D. BUNCH.

$403.87.
(Triplicates.)

I certify, on honor, that the above account is correct and just, and that I have actually, this 31st day of December, 1862, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 7. Abstract F. 4th quarter, 1862. G. D. Bunch. $403.87.

The United States to Wm. Phillips & Co., Dr.

Date.		Dolls.	Cts.
1862. December 14th	For one buggy	180	00

Received, Leavenworth City, Kansas, December 15th, 1862, of W. G. Coffin, superintendent of Indian affairs, one hundred and eighty dollars, in full of the above account.

WM. PHILLIPS & CO.

$180.00.
(Triplicates.)

I certify, on honor, that the above account is correct and just, and that I have actually, this 15th day of December, 1862, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 8. Abstract F. 4th qr., 1862. Wm. Phillips & Co. $180.00.

The United States to D. W. Wilder & Co., Dr.

Date.		Dolls.	Cts.
1862. June 28th	For advertising in the Daily Conservative proposals for supplies for the Southern Refugee Indians in Kansas by Wm. Kile, special agent, 3 squares 2 weeks, at $5.00 per square.	15	00
Nov. 12	For advertising sealed proposals by W. G. Coffin, sup't Ind'n aff'rs, 10 squares, 2 weeks, at $5 per square.	50	00
		65	00

Received, Leavenworth City, Kansas, December 6th, 1862, of W. G. Coffin, superintendent of Indian affairs, sixty-five dollars, in full of the above account.

D. W. WILDER & CO.

$65.00.
(Triplicates.)

I certify, on honor, that the above account is correct and just, and that I have actually, this 6th day of December, 1862, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 9. Abstract F. 4th qr., 1862. D. W. Wilder & Co. $65.00.

The United States to Frank Drum, Dr.

Date.		Dolls.	Cts.
1862. December 11th	For hauling Southern Refugee Indians from Le Roy, Coffey Co., Kansas, to the Sac and Fox reservation, Kansas, from the 7th to the 10th day of December, 1862, both inclusive, with 5 teams 4 days each; in all, 20 days, at $2.50 per day, furnishing myself and teams.	50	00

Received, at Le Roy, Coffey Co., Kansas, December 11th, 1862, of W. G. Coffin, superintendent of Indian affairs, fifty dollars, in full of the above account.

FRANK DRUM.

$50.00.
(Triplicates.)

I certify, on honor, that the above account is correct and just, and that I have actually, this 11th day of December, 1862, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 10. Abstract F. 4th qr., 1862. Frank Drum, $50.00.

The United States to Buckingham & Co., Dr.

Date.		Dolls.	Cts.
1862. November 6th	For advertising in the Daily Evening Bulletin sealed proposals, 10 squares, 2 weeks, at $5 per square.	50	00

Received, Leavenworth City, Kansas, December 6th, 1862, of W. G. Coffin, superintendent of Indian affairs, fifty dollars, in full of the above account.

BUCKINGHAM & CO.

$50.00.
(Triplicates.)

I certify, on honor, that the above account is correct and just, and that I have actually, this 6th day of December, 186–, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 11. Abstract F. 4th qr., 1862. Buckingham & Co. $50.00.

The United States to Wm. H. Cochran, Dr.

Date.		Dolls.	Cts.
1862. December 6th	For hauling Southern Refugee Indians from Le Roy, Coffey Co., Kansas, to the Sac and Fox reservation, Kansas, from the 3d to the 6th day of December, 1862, both inclusive, with 3 teams 4 days each; in all, 12 days, at $2.50 per day, furnishing myself and teams.	30	00

Received at Le Roy, Coffey Co., Kansas, December 6th, 1862, of W. G. Coffin, superintendent of Indian affairs, thirty dollars, in full of the above account.

WM. H. COCHRAN.

$30.00.
(Triplicates.)

I certify, on honor, that the above account is correct and just, and that I have actually, this 6th day of December, 1862, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 12. Abstract F. 4th qr., 1862. Wm. H. Cochran. $30.00.

DR. *W. G. Coffin, Sup't Ind. Aff'rs,*

		Chickasaws.	Creeks.	Seminoles.	Choctaws.	Conting'c's, Ind. Dept.	Total.
1863.							
Aug. 24	To balance	.....	4,351 97	67,719 18	52,944 27	.....	125,015 42
July 29	" req. No. 6329	.....	.....	1,631 18	.....	.....	1,631 18
Sept. 3	" req. No. 6388	8,208 75	7,585 26	38,870 60	7,694 26	.....	62,358 87
	Bal	.....	.....	.....	.....	43 38	43 38
		8,208 75	11,937 23	108,220 96	60,638 53	43 38	189,048 85
	To balance	8,208 75	11,928 79	42,090 79	8,371 45	.....	70,599 78

		Ind'n service in district of country leased from the Choctaws, for Indians lately residing in Texas.
1863.		
Aug. 24	To balance	19,054 56
Sept. 15	" req. No. 6403	26,595 44
		45,650 00
	To balance	45,650 00

2D AUD. OFFICE,
Oct. 19, 1863.
CHAS. W. FORREST.

DR. *Wm. G. Coffin, Sup't Ind. Affairs,*

		Trust funds, int. due.					
		Cherokees' national fund.	Cherokees' schools.	Cherokees' orphans.	Creek orphans.	Choctaw orphans' lands.	Total.
1863.							
Aug. 24	To balance	10,612 14	10,693 15	1,804 30	1 12	15,000	38,110 71
		10,612 14	10,693 15	1,804 30	1 12	15,000	38,110 71
	To balance	2,541 86	2,985 91	1,804 30	81	15,000	22,332 88

2D AUD. OFFICE,
Oct. 19, 1863.
CHAS. W. FORREST.

in ac't with the United States. CR.

		Chickasaws.	Creeks.	Seminoles.	Choctaws.	Conting'c's, Ind. Dep't.	Total.
1863. Oct. 13	By P. P. Elder, ag't, for amo. paid him March 9, 1863	.....	.....	.....	3,111 96	.....	3,111 96
	By appropriation, for amo. disbr'd 1st q. 1863, ac. & v's filed	.....	8 44	66,130 17	49,155 12	4	115,297 73
	For amo. susp'd now admitted	.....	.....	.....	.....	39 38	39 38
	Balance	8,208 75	11,928 79	42,090 79	8,371 45	.....	70,599 78
		8,208 75	11,937 23	108,220 96	60,638 53	43 38	189,048 85
	By balance	.....	.....	.....	.....	43 38	43 38

		Ind'n service in district of country leased from Choctaws for Indians lately residing in Texas.
	Balance	45,650
		45,650

TREASURY DEPARTMENT, 2D COMPTROLLER'S OFFICE,
October 21st, 1863.
GEO. S. ABBOT.

---

in ac. with the United States. CR.

		Trust fund, int. due.					
		Cherokees' national fund.	Cherokees' schools.	Cherokees' orphans.	Creek orphans.	Choctaw orphans' lands.	Total.
1863. Sept. 23	By Justin Harlan, Ind. ag., for amo. paid him 25th & 31 March, 1863	3,000	3,000	.....	.....	.....	6,000
	By appropriat'n, for amo. disbr'd 1st qr. 1863, less $5\frac{33}{100}$ war tax on Spec'l Agent Proctor's salary from 29 Dec., 1862, to 31 March, 1863, at $2\frac{50}{100}$, ac. & vouc's filed	5,070 28	4,704 91	.....	31	.....	9,775 50
	War tax on salary of Ag't Proctor in part rec'd herewith	.....	2 33	.....	.....	.....	2 33
	Balance	2,541 86	2,985 91	1,804 30	81	15,000	22,332 88
		10,612 14	10,693 15	1,804 30	1 12	15,000	38,110 71

TREASURY DEPARTMENT, 2D COMPTROLLER'S OFFICE,
21st October, 1863.
GEO. S. ABBOT.

No. 2956.] TREASURY DEPARTMENT,
SECOND AUDITOR'S OFFICE, *Octo.* 19*th*, 1863.

I certify, that I have examined and adjusted the account of W. G. Coffin, supt. Ind. affairs, and find that he stands charged, viz:

1863.		
Aug. 24.	To balance on sett	$324,893 74
July 29.	" req. No. 6329	1,631 18
Sept. 3.	" req. No. 6388	62,358 87
" 15.	" req. No. 6403	40,991 47
	To his debit on the books	$429,875 26

That he stands credited, viz:

1863.			
Sept. 23.	By Justin Harlan, agt., for amo. paid him 25–31 March, 1863	$6,375 00	
Oct. 13.	By P. P. Elder, agt., for amo. paid him March 9th, 1863	3,111 96	
			9,486 96
	Balance against him on the books		$420,388 30

That he is entitled to credit:

By E. H. Carruth, agt., for amo. paid him 31 March, 1863	$375 00	
By Isaac Colman, agt., for amo. paid him 31 March, 1863	375 00	
By Geo. A. Cutler, agt., for amo. paid him 31 March, 1863	375 00	
By Geo. C. Snow, agt., for amo. paid him 31 March, 1863	375 00	
By appropriation, for amo. paid Disb. 1st qr. 1863, with his salary for same time, less $35.33, war tax on his salary expense & on pay of persons employed in his superinten'cy	194,631 52	
War tax paid to commr. internal revenue	31 58	
For amo. susp'd now admitted	49 38	
		196,212 48
Balance due U. S		$224,175 82

Fulfilling treaties with the Chickasaws	$8,208 75
" Creeks	11,928 79
" Seminoles	42,090 79
" Choctaws	8,371 45
Indian service in the district of country leased from the Choctaws for Indians lately residing in Texas	45,650 00
Trust fund—Int. due Cherokees national fund	2,541 86
" " schools	2,985 91
" " orphans	1,804 30
" Creek orphans	81
" Choctaw orphans' lands	15,000 00
Pay Sup't and Ind. agents	5,752 80
" interpreters	2,314 57
" temporary clerks, &c	375 00
Remo. and subsistence of Seminoles	70,123 24
Colonizing, supporting, &c., Wichitas and other bands	7,070 93
Due U. S	$224,219 20
Due him—continges. Ind. Dept	43 38
Due U. S	$224,175 82

A req. to issue in favor of Wm. G. Coffin, supt., for the balance due him, $43.38, to go to his credit, on acct. remo. and subd. of Seminoles.

SECOND AUD. OFFICE,
October 19*th*, 1863.

As appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

E. B. FRENCH,
Second Auditor.

To the SECOND COMPTROLLER OF THE TREASURY.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above, this 21st day of October, 1863.

JNO. BRODHEAD,
Second Comptroller.

AGENCY OF CHOCTAWS.

Abstract of disbursements made by W. G. Coffin, sup't Ind'n aff'rs, in the quarter ending March 31st, 1863, for treaty stipulations.

Date.	No. of vouch'r.	To whom paid.	For what paid.	Heads of account. Fulfilling treaties with Choctaws.	Amount.
1862. December 28	*1	Geo. W. Nelles	Freight on tents	211 60	211 60
1863. January 28	*2	Stettauer & Brother, contractors.	Merchandise	29,313 85	29,313 85
" "	*3	Thos. C. Stevens & Co	Sundries	129 75	129 75
" 15	*4	Geo. W. Nelles	Freight on sanitary goods	343 02	343 02
February 23	*5	Stettauer & Brother, contractors.	Sundries	3,221 25	3,221 25
" 27	*6	Thomas Carney & Co	Transportation	89 52	89 52
" 17	7	G. J. Park	Medicines	74 15	74 15
" 2	8	Jackson Lewis	Corn & pork	53 50	53 50
" 7	9	Philipp Cayot	Transportation	20 00	20 00
" 27	10	Morgan & Collins	Painting sign for office	4 00	4 00
" 6	11	Henry J. Gregory	Transportation	2 50	2 50
March 31	12	Stettauer & Brother, contract	Groceries & provisions	11,002 11	11,002 11
" "	13	" " "	" "	3,798 27	3,798 27
" 9	14	P. P. Elder, agent	Transferred	3,111 96	3,111 96
" 25	15	W. H. Coolidge & Co	Medicines, &c	367 50	367 50
" 2	16	Thomas Carney & Co	Sundries	253 55	253 55
" 31	17	E. H. Carruth, agent	Travelling expenses	93 75	93 75
" 26	18	Thomas C. Stevens & Co	Sundries	81 75	81 75
" 20	19	H. S. Randall	Horse hire	24 00	24 00
" 28	20	P. Casner	Sundries	3 50	3 50
" 10	21	Orlin Thurston	Groceries & provisions	10 90	10 90
" 31	22	William Newhinney	Burial expenses	29 00	29 00
" 26	23	Ben Maharty	Hauling	24 00	24 00
" 3	24	Patrick Griffin	do	17 00	17 00
" 30	25	Richard Bunn	Assessing damages	12 00	12 00
" "	26	Jacob Cottingham	do	12 00	12 00
" 24	27	Lewis Moore	Hauling	10 00	10 00
" 31	28	A. B. Perrine	Blacksmithing	7 65	7 65
" 20	29	G. W. Logan	Hauling	7 50	7 50
		Amount disbursed		52,329 58	52,239 58
		On hand last quarter		1 63	1 63
		Amount received during the quarter		52,500 00	52,500 00
		Total on hand		52,501 63	52,501 63
		Balance applicable to next quarter		172 05	172 05

* The vouchers from No. 1 to No. 6 were forwarded to the department previous with the monthly a/c's for January & February, 1863.

I certify that the above abstract is correct and just.

W. G. COFFIN,
Sup't Ind'n Aff'rs.

The United States to Geo. W. Nelles, Agt. H. & S. J. R. R. Co., Dr.

Date.		Dolls.	Cts.
1862. December 28th	For freight on 705 condemned tents and poles from Saint Louis, Mo., to Weston, Mo.	211	60

I certify on honor that the within named tents and poles were procured by me from the military authorities at Saint Louis, Mo., for the use of the destitute and suffering Southern Refugee Indians in Kansas. December 28th, 1862.

W. G. COFFIN,
Supt. Ind'n Affrs.

Received, Leavenworth, Kansas, December 28th, 1862, of W. G. Coffin, superintendent of Indian affairs, two hundred and eleven and $\frac{60}{100}$ dollars in full of the above account.
$211.60.

GEO. W. NELLES,
Agt. H. & S. J. R. R. Co.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 28th day of December, 1862, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 1. Abstract F. 1st qr., 186 . Geo. W. W. Nelles, $211.60.

The United States to Stettauer & Brother, Dr.

Date.		Dolls.	Cts.
1863. Jan. 1.	For furnishing, for the use of the Southern Refugee Indians in Kansas, the following articles, viz:		
	2, 514 pairs 3-point col'd and white blankets, at $11	27, 654	00
	713 pairs children's brogans, at 75 c	534	75
	572 men's plush caps and wool hats, at 80c	457	60
	72 boys' " " " " " 65c	46	80
	2, 069 pairs children's woolen socks, at 30c	620	70
		$29, 313	85

Received at Leavenworth, Kansas, January 28th, 1863, of W. G. Coffin, superintendent of Indian affairs, twenty-nine thousand three hundred & thirteen and $\frac{85}{100}$ dollars in full of the above account.
$29,313.85.

STETTAUER & BROTHER.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this 28th day of January, 1863, paid the amount thereof.

W. G. COFFIN,

Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 2. Abstract F. 1st qr., 1863. Stettauer & Brother, $29,313.85.

The United States to T. C. Stevens & Co., Dr.

Date.		Dolls.	Cts.
1863. Jan. 5	For furnishing for the Southern Refugee Indians the following articles, viz:		
	100 coffee pots, @ 75c	75	00
	60 pounds soap, @ 12½c	7	50
" 21	For hauling supplies to the various camps of the Southern Refugee Indians on the Sac and Fox Reservation, from the 17th to the 21st day of January, 1863, both inclusive, with 3 teams, 5 days each, in all, 15 days, at $2.50 per day, each furnishing ourselves and teams.	37	50
" 25	For hauling supplies from the Sac and Fox Agency, Kansas to the Wichita Indians on the Verdigris River, 1,500 pounds, at 65c. per pound.	9	75
		$129	75

Received at Leavenworth, Kansas, January 28th, 1863, of W. G. Coffin, superintendent of Indian affairs, one hundred and twenty-nine and $\frac{75}{100}$ dollars in full of the above account.

$129.75.

T. C. STEVENS & CO.,

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this 28th day of January, 1863, paid the amount thereof.

W. G. COFFIN,

Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 3. Abstract F. 1st qr., 1863. T. C. Stevens & Co., $129.75.

The United States to Geo. W. Nelles, Agent H. & S. J. R. R. Co., Dr.

Date.		Dolls.	Cts.
1863. Jan. 15	For freight and charges on 17 cases boots and shoes, 5 bales blanckets, 1 bale dom's, 3 boxes goods, from New York to Leavenworth, Kansas, 8,810 lbs.	343	02

The within named goods were purchased by John Ross, principal chief Cherokee Nation, for the benefit of the destitute and suffering Cherokee refugee Indians in South Kansas and Neosho, Mo., and in obedience to instructions from the Hon. Com'r Ind'n Aff'rs under date of the 6th instant, I have paid the above named charges and furnished transportation for the goods to their destination.

January 15th, 1863.

W. G. COFFIN,

Supt. Ind'n Aff'rs.

Received, Leavenworth, Kansas, January 15th, 1863, of W. G. Coffin, superintendent of Indian affairs, three hundred and forty-three and $\frac{02}{100}$ dollars, in full of the above account.

343\frac{02}{100}$.

GEO. W. NELLES, *Agt.*

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this 15th day of January, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 4. Abstract F. 1st qr., 1863. Geo. W. Nelles, 343\frac{02}{100}$.

The United States to Stettauer & Brother, Dr.

Date.		Dolls.	Cts.
1863. Jan. 1	For furnishing for the use of the Southern Refugee Indians in Kansas the following articles, viz:		
	1,209 plaid wool shawls, @ $2.25	2,720	25
	200 camp kettles, @ $1.25	250	00
	502 dozen assorted spool cotton, @ 50c	251	00
		3,221	25

Received at Leavenworth, Kansas, February 23rd, 1863, of W. G. Coffin, superintendent of Indian affairs, three thousand two hundred and twenty-one and $\frac{25}{100}$ dollars, in full of the above account.

$3,221$\frac{25}{100}$.

STETTAUER & BROTHER.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this 23rd day of February, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 5. Abstract F. 1st qr., 1863. Stettauer & Brother, $3,221.25.

The United States to Thomas Carney & Co., Dr.

Date.		Dolls.	Cts.
1863. Feb. 2	For hauling a lot of goods purchased by John Ross, head chief of the Cherokee Indians, from Leavenworth to Fort Scott, Kansas, 6,970 lbs., at $1.25 per 100 lbs.	87	12
" 19	For hauling 1 box medicines from Leavenworth to the Sac and Fox Agency, Kansas, for the use of the sick Southern Refugee Indians, 240 lbs., at $1.00 per 100 lbs.	2	40
		89	52

Received at Leavenworth, Kansas, February 27th, 1863, of W. G. Coffin, superintendent of Indian affairs, eighty-nine and $\frac{52}{100}$ dollars, in full of the above account.

89\frac{52}{100}$.

THOMAS CARNEY & CO.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this 27th day of February, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 6. Abstract F. 1st qr., 1863. Thomas Carney & Co., 89\frac{52}{100}$.

The United States to G. J. Park, Dr.

February 16. For furnishing Wm. G. Coffin, supt. Indn. Affrs., for the use of the Southern Refugee Indians in Kansas, the following medicines, to wit:

3 lbs. chloride of lime, *a* 15c	45
4 " fluid extract sarsaparilla, 1$\frac{35}{100}$	5 40
4 " pressed hops, 25c	1 00
1 " oil hemlock & bottle	90
1 " mercurial ointment, 80c, jar, 20c	1 00
½ doz. Seidlitz powders, *a* 2\frac{50}{100}$	1 25
2 galls. coal oil, *a* 90c, can, 60c	2 40
1 gross 4 oz. prescription vials	3 00
1 " 1 " do. do.	2 25
3 " ½ " do. do. *a* 2$\frac{25}{100}$	6 75
4 " assort. taper vial corks, *a* 40	1 60
½ lb. ergot, *a* $1.70	85
10 galls. alcohol, 95 pr. c., *a* $1.20, can, $1.50	13 50
2 lbs. Calabrian liquorice, *a* 55	1 10
2 oz. oil wintergreen, *a* 30	60
2 oz. oil cinnamon, *a* 40	80
12 lbs. aqua ammonia, *a* 20c, demij., 75	3 15
1 lb. chlorate potash	70
6 oz. oil anise, *a* 30	1 80
1 four-inch spatula	20
2 lbs. hydrg. sub. murias, *a* 1\frac{30}{100}$	2 60
5 " sulphur, *a* 10c	50
1 mortar & pestle, No. 9	4 50
2 thumb lancets, *a* 60c	1 20
½ ream letter paper, *a* 3$\frac{50}{100}$	1 75
1 lamp and 3 chimnies	3 80
½ gross 1 oz. vials, *a* $3.00	1 50
2 lbs. oil origanum, *a* $1.00, bot., 15c	2 15
½ doz. catheters, *a* 1\frac{30}{100}$	65
½ gross 2 oz. vial corks	15
½ lb. sulph. tinc., *a* 40	20
1 lb. powd. jalap	3 25
½ " white wax	50
2 drachms strychnine, *a* 60	1 20
1 oz. muriatic acid	10
1 doz. pint corks	05
1 gum lancet	60
1 box	75
	$74 15

Received, Leavenworth, Kansas, February 17th, 1863, of W. G. Coffin, supt. Indn. affrs., seventy-four and $\frac{15}{100}$ dollars in full of the above account.

74\frac{15}{100}$.

G. J. PARK.

I certify on honor that the above account is correct and just, and that I have actually this 17th day of February paid the amount thereof.

W. G. COFFIN,
Supt. Indn. Affrs.

Received at Sac and Fox Agency, Kansas, February 21st, 1863, of W. G. Coffin, supt. Ind'an affrs., the above-named medicines and other articles for the use of the Southern Refugee Indians in Kansas, for which I am responsible to the United States Treasury.

A. D. COFFIN, M. D.,
Directing Physician Southern Refugee Indians.

(Indorsed:) Voucher No. 7. Abstract F. 1st quarter 1863. G. J. Park. 74\frac{15}{100}$.

The United States to Jackson Lewis, Dr.

Date.		Dollars.	Cts.
1862.	For furnishing for the use of the Southern Refugee Indians in Kansas the following articles, viz:		
May 28	100 bushels corn, at 25	25	00
" "	200 lbs. pork, at 6	12	00
June 6	275 " " at 6	16	50
		53	50

I hereby certify on honor that the within enumerated articles were furnished to the wild Delaware & Kechee Indians during the time above mentioned, while they were encamped at or near Neosho Falls, Woodson County, Kansas.

R. H. CARRUTH,
U. S. Indn. Agt.

Received, Leavenworth, Kansas, February 2nd, 1863, of W. G. Coffin, superintendent of Indian affairs, fifty-three and $\frac{50}{100}$ dollars, in full of the above account.

$53.50.

JACKSON LEWIS.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this 2nd day of February, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 8. Abstract F. 1st qr., 1863. Jackson Lewis, $53.50.

The United States to Philip Cayot, Dr.

Date.		Dollars.	Cts.
1863. Jan. 13	For hauling Indian goods from the Sac & Fox Agency to Neosho Falls, Kansas, for the use of the Seminole Refugee Indians from the 10th to the 13th day of January, 1863, both inclusive, with two teams, 4 days each, 8 days in all, at the rate of $2.50 per day, furnishing myself and teams.	20	00

Received at Leroy, Coffey Co., Kansas, February 7th, 1863, of W. G. Coffin, superintendent of Indian affairs, twenty dollars, in full of the above account.

$20.00.

PHILIP CAYOT.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this 7th day of February, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 9. Abstract F. 1st qr., 1863. Philip Cayot, $20.00.

The United States to Morgan & Collins, Dr.

Date.		Dollars.	Cts.
1863. Jan. 28	For painting office sign for W. G. Coffin, sup't Ind'n affairs	4	00

Received at Leavenworth, Kansas, February 27th, 1863, of W. G. Coffin, superintendent of Indian affairs, four dollars, in full of the above account.

$4.00.

MORGAN & COLLINS.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this 27th day of February, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 10. Abstract F. 1st qr., 1863. Morgan & Collins, $4.00.

The United States to Henry J. Gregory, Dr.

Date.		Dolls.	Cts.
1863. January 20th	For hauling provisions from Belmont to the camp of the Southern Refugee Indians on the Verdigris River, Kansas, one day, furnishing myself and team.	2	50

Received, at Belmont, Kansas, February 6th, 1863, of W. G. Coffin, supt. Indn. affrs., two and $\frac{50}{100}$ dollars, in full of the above account.

$2.50.

HENRY J. GREGORY.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this sixth day of February, 1863, paid the amount thereof.

W. G. COFFIN,
Supt. Ind'n Aff'rs.

(Indorsed:) Voucher No. 11. Abstract F. 1st quarter, 1863. Henry J. Gregory. $2.50.

The United States to Stettauer & Brother, Dr.

Date.		Dolls.	Cts.
1863. February 31st	For furnishing for the use of the Southern Refugee Indians at the Sac and Fox Agency, Kansas, during the month of February, 1863, the following supplies, to wit:		
	1,630 lbs. coffee, *a* 35c	570	50
	2,221½ bush. corn, *a* 50c	1,110	75
	110 s'cks corn-meal, *a* $1.75	192	50
	530 sacks flour, *a* $4	2,120	00
	118 head beef cattle, average weight, 1,276$\frac{26}{59}$ lbs.; total weight, 150,620, *a* 2$\frac{70}{100}$.	4,066	74
	30,574 lbs. salt pork, *a* 5½	1,681	57
	137 lbs. tobacco, *a* 65c	89	05
	200 tons hay, *a* $5	1,000	00
	18 bbls. salt, *a* $9.50	171	00
		11,002	11

Received, at Leavenworth, Kansas, March 31st, 1863, of W. G. Coffin, superintendent of Indian affairs, eleven thousand and two and $\frac{11}{100}$ dollars, in full of the above account.
$11,002.11.

STETTAUER & BROTHER.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this 31st day of March, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 12. Abstract F. Qr., 186–. Stettauer & Brother, $11,002.11.

The United States to Stettauer & Brother, Dr.

Date.		Dolls.	Cts.
1863. March 31st	For furnishing for the use of the Southern Refugee Indians on the Verdigris and Fall River, Kansas, during the month of March, 1863, the following supplies, viz:		
	68 head beef cattle, average weight, 1,046$\frac{11}{34}$ lbs.; total weight, 71,150 lbs. gross, at $2.95.	2,098	92
	305 sacks flour, at $4	1,220	00
	110 " corn-meal, at $1.80	198	00
	560 lbs. sugar, " 15c	84	00
	328 " coffee, " 35c	114	80
	127 " tobacco, " 65c	82	55
		3,798	27

Received, at Leavenworth, Kansas, March 31st, 1863, of W. G. Coffin, superintendent of Indian affairs, thirty-seven hundred and ninety-eight and $\frac{27}{100}$ dollars, in full of the above account.

$3,798.27.

STETTAUER & BROTHER.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this 31st day of March, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 13. Abstract F. Qr., 186–. Stettauer & Brother, $3,798.27.

Received, at Leavenworth City, Kansas, March 9th, 1863, of W. G. Coffin, superintendent of Indian affairs, southern superintendency, thirty-one hundred and eleven dollars and ninety-six cents ($3,111.96), to be accounted for under the following head of appropriation, viz: "Fulfilling treaties with the Choctaws," for which I am responsible to the United States Treasury.

$3,111.96.

PETER P. ELDER,
U. S. Ind. Agent.

I hereby certify on honor that I have actually this ninth day of March, 1863, transferred the above amount to P. P. Elder, U. S. Indian agent.

W. G. COFFIN,
Supt. Ind'n Aff'rs.

(Indorsed:) Voucher No. 14. Abstract F. 1st quarter, 1863. Peter P. Elder. $3,111.96.

LEAVENWORTH, KS., *March* 17, 1863.

United States to W. H. Coolidge & Co., Dr.

March 7.	To five pounds capsicum, *a* 60		3 00
" "	" four dozen tin pill boxes, *a* 30		1 20
" "	" four papers English pill boxes, *a* 27½		1 10
"	" two dozen camel-hair pencils, *a* 75		1 50
"	" three pounds sugar of lead, *a* 50		1 50
"	" two do. aqua rosa distil., *a* 1.00		2 00
"	" one-third book gold foil, *a* 7.50		2 50
"	" one book tin foil		75
"	" one United States Dispensatory	(*suspended)	7 00
"	" one bot. mucilage		25
"	" four pounds spts. rosemary, *a* 60		2 40
"	" four ounzes oil sassafras, *a* 40		1 60
"	" one hundred and twenty-five gilt labels, *a* 2c		2 50
"	" five pounds pulv. Jamaica ginger root, *a* 1.00		5 00
"	" one mouth mirror		35
"	" one bullet forceps	(*suspended)	2 50
March 12.	" one United States Dispensatory	(*suspended)	7 00
" "	" one pill machine		6 00
" "	" one pill tile, large ,graduated		1 25
" "	" one eight-inch spatula		75
" "	" one mortar and pestle		25

*In pencil in the original.

March 12.	To one gall. tincture bottle	80
" " "	four quart tincture bottles, 35	1 40
" " "	one six-ounz graduate	1 00
" " "	twenty ounz glass jars, *a* 7	1 40
" " "	three bougies, *a* 20	60
" " "	three catheters, *a* 20	60
" " "	one bullet forcep	2 50
" " "	four pounds pulv. Turkey rhubarb, *a* 6.25	25 00
" " "	four do. pulv. socotorine aloe, *a* 1.10	4 40
" " "	two do. extract jalap, *a* 5.50	11 00
" " "	two do. do. colocynth comp., *a* 3.50	7 00
March 12.	" two pounds oil turpentine, *a* 1.00	2 00
" " "	four do. laudanum, *a* 1.50	6 00
" " "	two do. bicarb. soda, *a* 20	40
" " "	two do. balsam fir, *a* 1.25	2 50
" " "	one do. chloroform	1 60
" " "	two do. Dover's powder, *a* 3.50	7 00
" " "	two do. capsicum, *a* 60	1 20
" " "	two do. tincture ferri mur., *a* 60	1 20
" " "	two do. gum myrrh, *a* 90	1 80
" " "	four ounzes oil sassafras, *a* 40	1 60
" " "	four do. do. cinnamon, *a* 50	2 00
" " "	four do. do. cloves, *a* 40	1 60
" " "	four do. do creosote, *a* 40	1 60
" " "	two do. croton oil, *a* 50	1 00
" " "	eight do. sulphate quinine, *a* 4.00	32 00
" " "	four do. do. cinchonin, *a* 1.00	4 00
" " "	eight do. podophylin, *a* 1.00	8 00
" " "	one do. sulphate morphia	9 00
" " "	one dram acetate do.	1 25
" " "	eight ounzes santonine, *a* 1.40	11 20
" " "	two gallons alcohol, *a* 1.25	2 50
" " "	one two-gallon can	75
" " "	six gallons rye whisky, *a* 1.50	9 00
" " "	two ounzes nitrate silver, *a* 1.75	3 50
" " "	eight do. iod. potassa, *a* 50	4 00
" " "	ten pounds epsom salts, *a* 12½	1 25
" " "	one quart castor oil	1 00
" " "	forty dozen pain killer, *a* 2.50	100 00
" " "	lot vaccine matter	4 50
" " "	three pounds sulphate alumen, *a* 15	45
		$331 00
" " "	one pair saddle-pockets, medicine (*suspended)	12 00
" " "	one pocket-case instruments "	16 00
" " "	one physician vial case, ten vials "	2 00
" " "	one do. do. do. twenty vials "	2 50
12.	" two thumb lancets, *a* 50 (*suspended)	1 00
" " "	one spring do. best German silver (*suspended)	3 00
		$367 50

Received, at Leavenworth, Kansas, March 18th, 1863, of W. G. Coffin, supt. Ind'n affairs, southern superintendency, the above named medicines and medical books & instruments, for the use of the Southern Refugee Indians in Kansas, for which I am responsible to the United States Treasury.

A. V. COFFIN,
Directing Physicians for the Southern Refugee Indians.

Received, at Leavenworth, Kansas, March 25th, 1863, of W. G. Coffin, supt. Indian affairs, three hundred & sixty-seven and $\frac{50}{100}$ dollars in full of the above account.
$367.50.

W. H. COOLIDGE & CO.

I certify on honor that the above account is correct and just, and that I have actually, this 25th day of March, 1863, paid the amount thereof.

W. G. COFFIN,
Supt. Indian Affairs.

(Indorsed:) Voucher No. 15. Abstract F. 1st qr., 1863. W. H. Coolidge & Co. $367.50.

The United States to Thomas Carney & Co., Dr.

Date.		Dolls.	Cts.
January 22nd	For furnishing for the use of the Southern Refugee Indians in Kansas the following articles, to wit:		
	3 bbls. salt, 9½	28	50
	2 bbls. 30c. sugar, 558 lbs., 15	84	30
	2 sacks coffee, 331, 35	115	85
	2 kegs soda, 224, 10	22	40
	For hauling 1 box medicines to the Sac and Fox Agency, 333⅓ lbs., @ 75c. per 100 lbs.	2	50
		$253	55

Received, at Leavenworth, Kansas, March 2nd, 1863, of W. G. Coffin, superintendent of Indian affairs, two hundred and fifty-three and $\frac{55}{100}$ dollars in full of the above account.

$253.55.

THOMAS CARNEY & CO.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 2nd day of March, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 16. Abstract F. 1st qr., 1863. Thomas Carney & Co. $253.55.

The United States to E. H. Carruth, Dr.

For the following actual travelling expenses while accompanying the military expedition to the Indian country, &c., viz:

1862.			
August	21st.	For board for myself from the 30th day of June to the 21st day of August, 1862, both inclusive, making in all 7 weeks and 4 days, at the rate of $3.50 per week	26 50
"	22.	For hotel bill at Osage mission on trip to Leavenworth	1 50
"	23.	" hotel bill at Neosho Falls	1 50
"	24.	" " " " Sac and Fox Agency	1 00
"	25.	" " " " Lawrence	1 50
"	"	" feeding & keeping horse at Lawrence 1 night	75
"	29.	" board for myself at Leavenworth while awaiting instructions from Supt. Coffin from Washington regarding the removal of the Southern Refugee Indians to the Indian country, as ordered by General Blunt, 4 days, at the rate of $2.00 per day	8 00
"	"	" feeding and keeping horse during the same time, at the rate of 75c. per day	3 00

August 30th.	For hotel bill at Lawrence while returning	1	50
" " "	horse feed " " "		75
" 31. "	hotel bill at Burlington " "	1	00
" " "	horse feed "		50
Sept. 1st. "	hotel bill at Leroy on return trip	1	00
" " "	horse feed " " " "		50
" 2. "	hotel bill at Turkey Creek	1	00
" " "	horse feed " " "		50
" 5. "	hotel bill at Fort Scott awaiting an escort to return to the command, 3 days, at $2.00 per day	6	00
" " "	horse feed during same time, at the rate of 75c. per day	2	25
Nov. 15th. "	board for myself from the 6th day of Sept. to the 14th day of November, 1862, both incl., 10 weeks, at the rate of $3.50 per week	35	00
		$93	75

The within account was paid under instructions from the department to this office under date of the 26th February, 1863.

Received at Leavenworth, Kansas, March 31st, 1863, of W. G. Coffin, supt. Indian aff'rs, ninety-three and $\frac{75}{100}$ dollars in full of the above account.

$93.75.

E. H. CARRUTH,
U. S. Ind. Agent.

I certify on honor that the above account is correct and just, and that I have actually this 31st day of March, 1863, paid the amount thereof.

W. G. COFFIN,
Supt. Ind'n Affairs.

(Indorsed:) Voucher No. 17. Abstract F. 1st quarter, 1863. E. H Carruth. $93.75.

The United States to T. C. Stevens & Co., Dr.

Date.		Dolls.	Cts.
1863. March 26th	For furnishing, for the use of the Southern Refugee Indians at the Sac and Fox Agency, Kansas, the following articles, viz:		
	1 coat	7	00
	1 vest	3	00
	1 shirt	2	00
	1 pair pants	4	00
	125 yds. prints, at 25c	31	25
	30 " domestic or muslin, 30c	9	00
	215 lbs rice, at 10	21	50
	50 " dried apples, 8c	4	00
		$81	75

Received at the Sac and Fox Agency, Kansas, March 26th, 1863, of W. G. Coffin, superintendent of Indian affairs, eighty-one and $\frac{75}{100}$ dollars, in full of the above account.

$81.75.

THOMAS C. STEVENS & CO.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this 26th day of March, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 18. Abstract F. 1st qr., 1863. T. C. Stevens & Co. $81.75.

The United States to H. S. Randall, Dr.

Date.		Dolls.	Cts.
1862. September 3rd	For hire of one horse, furnished E. H. Carruth, agent for the Wichita Indians, whilst carrying dispatches to W. G. Coffin, sup't Ind'n aff'rs a' Leavenworth, Kansas, regarding the removal of the Southern Refugee Indians from Kansas to their homes, as ordered by General Blunt, from August 23rd to September 3rd, 1862, both inclusive, 12 days in all, at the rate of $2.00 p'r day.	24	00

Received at Leavenworth, Kansas, March 20th, 1863, of W. G. Coffin, sup't. Ind'n aff'rs, twenty-four dollars, in full of the above account.
$24.00.

H. S. RANDALL.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this twentieth day of March, 1863, paid the amount thereof.

W. G. COFFIN,
Supt. Indn. Affrs.

(Indorsed:) Voucher No. 19. Abstract F. 1st quarter, 1863. H. S. Randall. $24.00

The United States to P. Casner, Dr.

Date.		Dolls.	Cts
1863. March 28th	For furnishing for the use of the Creek Refugee Indians the following articles, viz:		
	2 M gun caps, @ 75	1	50
	1 camp kettle		50
	1 monkey wrench	1	50
		3	50

Received at Leavenworth, Kansas, March 28th, 1863, of W. G. Coffin, superintendent of Indian affairs, three and $\frac{50}{100}$ dollars, in full of the above account.
$3.50.

P. CASNER.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this 28th day of March, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 20. Abstract F. 1st qr., 1863. P. Cassner. $3.50.

The United States to Orlin Thurston, Dr.

Date.		Dolls.	Cts.
1862. December 28th	For furnishing to a party of Creek Refugee Indians, while passing through Humboldt, Kansas, to the Sac & Fox Agency, Kansas, the following supplies, viz:		
	75 lbs. slaughtered beef, at 5c	3	75
	5 lbs. coffee, " 40c	2	00
	10 lbs. sugar, " 17c	1	70
	2 lbs. salt, " 4c		08
	75 lbs. flour, " 4½c	3	37
		10	90

I hereby certify on honor that the within named supplies were furnished to a party of 25 Creek Refugee Indians, being driven from their homes by the rebels and passing through the town of Humboldt, on their way to the Sac and Fox Agency. This supplies were furnished under my instructions.

W. G. COFFIN,
Supt. Indn. Affrs.

Received at Leavenworth City, Ks., March 10th, 1863, of W. G. Coffin, superintendent of Indian affairs, ten and $\frac{90}{100}$ dollars, in full of the above account.
$10.90.

ORLIN THURSTON.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this 10th day of March, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 21. Abstract F. 1st qr., 1863. Orlin Thurston. $10.90.

The United States to William Mewhinney, Dr.

Date.		Dolls.	Cts.
1863. Febr'y 9th	For furnishing for the Southern Refugee Indians at the Sac and Fox Agency: 1 plained coffin (child)	2	00
" 12	2 " " $3	6	00
" 18	1 rough "	2	50
" 20	1 plained "	3	50
" 25	1 rough "	2	50
March 6th	1 " "	2	50
" 10	1 " "	2	50
" 11	1 " "	2	50
" 22	1 " "	2	50
" 28	1 " "	2	50
		$29	00

Received at Leavenworth, Kansas, March 31st, 1863, of W. G. Coffin, supt. Indn. affrs., twenty-nine dollars, in full of the above account.
$29.00.

WILLIAM MEWHINNEY.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this thirty-first day of March, 1863, paid the amount thereof.

W. G. COFFIN,
Supt. Indn. Affrs.

(Indorsed:) Voucher No. 22. Abstract F. 1st quarter, 1863. William Mewhinney. $29.00.

The United States to Ben Maharty, Dr.

Date.		Dolls.	Cts.
1863. March 26th	For hauling 16 loads of hay and corn from the Sac and Fox Agency to the camps of the Chickasaw and Cherokee Refugee Indians on the Sac and Fox Reservation, at $1.50 per loads, furnishing myself and team.	24	00

Received, at the Sac and Fox Agency, Kansas, March 26th, 1863, of W. G. Coffin, superintendent of Indian affairs, twenty-four dollars in full of the above account.
$24.00.

BEN MAHARTY, x his mark.

Attest: ISAAC COLMAN.
(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this 26th day of March, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 23. Abstract F. 1st qr., 1863. Ben Maharty. $24.00.

The United States to Patrick Griffin, Dr.

Date.		Dolls.	Cts.
1863. January 30th	For hauling one load of Indian goods from the Sac and Fox Agency, Kansas, for the use of the Southern Refugee Indians on the Verdigris River, to Belmont, 2,000 lbs., at 60c. per 100 lbs., furnishing self and team.	12	00
" 11th	For hauling one load of Indian goods from the Sac and Fox Agency to the Seminole Refugee Indians at Neosho Falls, Kansas, from the 10th to the 11th day of January, 1863, both inclusive, 2 days, at the rate of $2.50 per day, furnishing myself and team.	5	00
		$17	00

Received, at Leroy, Coffee Co., Kansas, March 3rd, 1863, of W. G. Coffin, superintendent of Indian affairs, seventeen dollars, in full of the above account.
$17.00.

P. GRIFFIN.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 3rd day of March, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 24. Abstract F. 1st qr., 1863. Patrick Griffin. $17.00.

The United States to Richard Burr, Dr.

Date.		Dolls.	Cts.
1863. March 28th	For my services in examining and assessing the damages for depredations committed by the Southern Refugee Indians on land and timber belonging to different individuals near Leroy, Coffey Co., Kansas, on the 10th, 11th, 27th, and 28th days of March, 1863, four days in all, at the rate of three dollars per day, furnishing my own horse.	12.	00

Received, at Leavenworth, Kansas, March 30th, 1863, of W. G. Coffin, superintendent of Indian affairs, twelve dollars, in full of the above account.
$12.00.

RICHARD BURR.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 30th day of March, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 25. Abstract F. 1st qr., 1863. Richard Burr. $12.00.

The United States to Jacob Cuttingham, Dr.

Date.		Dolls.	Cts.
1863. March 28th	For my services in examining and assessing for depredations committed by the Southern Refugee Indians on land and timber belonging to different individuals near Leroy, Coffey Co., Kansas, on the 10th, 11th, and 27th days of March, 1863, four days in all, at the rate of three dollars per day, furnishing my own horse.	12	00

Received, at Leavenworth, Kansas, March 30th, 1863, of W. G. Coffin, superintendent of Indian affairs, twelve dollars, in full of the above account.
$12.00.

JACOB COTTINGHAM, his x mark.

Attest: RICHARD BURR.
(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 30th day of March, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 26. Abstract F. 1st qr., 1863. Jacob Cottingham. $12.00.

The United States to Lewis Moore, Dr.

Date.		Dollars.	Cents.
1862. December 10th	For hauling Southern Refugee Indians from Leroy, Coffey Co., Kansas, to the Sac and Fox Reservation, Kansas, from the 7th to the 10th day of December, 1862, both incl., 4 days in all, at the rate of $2.50 per day, furnishing myself and team.	10	00

Received, at the Sac and Fox Agency, Kansas, M'ch 24th, 1863, of W. G. Coffin, supt. Indn. affrs. ten dollars, in full of the above account. $10.00.

LEWIS MOORE.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this twenty-fourth day of March, 1863, paid the amount thereof.

W. G. COFFIN,
Supt. of Indian Affairs.

(Indorsed:) Voucher No. 27. Abstract F. 1st qr., 1863. Lewis Moore. $10.00.

The United States to A. B. Perim, Dr.

Date.		Dolls.	Cts.
1863. March 1st	To blacksmithing done for the Southern Refugee Indians at the Sac and Fox Agency, Kansas, to wit:		
Jan'y 1st	Mending iron on wagon		25
" 2nd	Making pot leg		25
" 30	" one pair handirons	2	50
" "	Repairing padlock		25
" 14	Upsetting axe		25
" 16	Making hasp & staples		50
" "	" hooks "		25
" 20	Reparing pot, pail, etc		50
" "	" scales		50
Mch. 1	" shovel & pot hook		50
" 3	" set shoes		80
" 15	" large shovel		50
" "	" frying pan		25
" 24	" spurs & upsetting axe		35
		$7	65

Received at Sac and Fox Agency, March 31st, 1863, of W. G. Coffin, supt. Indn. affrs., seven and $\frac{65}{100}$ dollars, in full of the above account. $7.65.

A. B. PERIM.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this thirty-first day of March, 1863, paid the amount thereof.

W. G. COFFIN,
Supt. of Indian Affairs.

(Indorsed:) Voucher No. 28. Abstract F. 1st qr., 1863. A. B. Perim. $7.65.

The United States to G. W. Logan, Dr.

Date.		Dolls.	Cts.
1863. February 16th	For hauling Chickasaw Refugee Indians from Nesho Falls, Kansas, to the Sac and Fox Reservation, Kansas, from the 13th to the 15th day of February, 1863, both inclusive, three days in all, at the rate of $2.50 per day, furnishing myself and team.	7	50

Received at the Sac and Fox Reservation, Ks., March 20th, 1863, of W. G. Coffin, superintendent of Indian affairs, seven and $\frac{50}{100}$ dollars, in full of the above account.
$7.50.

G. W. LOGAN.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 20th day of March, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 29. Abstract F. 1st qr., 1863. G. W. Logan. $7.50.

DR. *William G. Coffin, supt., &c., in account with the United States.* CR.

		Fulfilling treaties.					
		Chickasaws.	Creeks.	Seminoles.	Choctaws.	Osages.	
1863.							
Oct. 21	To balance	8,208 75	11,928 79	42,090 79	8,371 45	.....	70,599 78
Nov. 7	" req. No. 6467	.....	.....	.....	.....	10,953 57	10,953 57
Dec. 10	" do. " 6508	.....	.....	.....	15,000 00	.....	15,000 00
" 21	" do. " 6516	.....	12,500 00	.....	.....	.....	12,500 00
1864.							
Jan'y 5	" do. " 6537	.....	.....	.....	.....	14,375 50	14,375 50
" 7	" do. " 6539	.....	2,000 00	1,000 00	.....	.....	3,000 00
" 20	" do. " 6555	2,572 36	19,100 14	16,716 44	9,496 60	.....	47,885 54
	Dollars	10,781 11	45,528 93	59,807 23	32,868 05	25,329 01	174,314 33
	To balance	2,557 36	25,440 96	16,875 92	10,021 30	25,329 01	80,224 55

		Fulfilling treaties.					
		Chickasaws.	Creeks.	Seminoles.	Choctaws.	Osages.	
1865.							
Jan. 19	By G. C. Snow, transf. 26, 30 Sept'r, 1863.	.....	.....	75 00	.....	.....	75 00
Jan. 20	" I. Colman, transf. 26, 30 Sept'r, 1863	.....	93 00	.....	.....	.....	93 00
Jan. 24	" P. P. Elder, transf. 26, 30 Sept., 1863	.....	.....	150 00	.....	.....	150 00
	By appns. disb'd, 2d, 3d, 4th quarters, 1863.	8,208 75	19,990 47	42,616 31	22,791 25	.....	93,606 78
	And for war tax paid Comm'r Int. Rev.	.....	4 50	.....	.....	.....	4 50
			*19,994 97	.....	.....	.....	.....
	& for this suspended	15	.....	90 00	55 50	.....	160 50
		*8,223 75	.....	42,706 31	*22,846 75	.....	.....
	By balance	2,557 36	25,440 96	16,875 92	10,021 30	25,329 01	80,224 55
	Dollars	10,781 11	45,528 93	59,807 23	32,868 05	25,329 01	174,314 33

		Fulf'g treaties, Senecas & Shawnees.	
1864. Jan'y 7	To req. No. 6539	150 00	150 00
	Dollars	150 00	150 00
	To balance	150 00	150 00

		Fulf'g treaties, Senecas & Shawnees.	
	By balance	150 00	150 00
	Dollars	150 00	150 00

TREASURY DEPARTMENT, SECOND AUDITOR'S OFFICE, *July* 6, 1864.
TREASURY DEPARTMENT, 2D COMPTROLLER'S OFFICE, *January* 31*st*, 1865.

J. W. BROWN.
GEO. S. ABBOTT.

* In pencil in original.

DR. *William G. Coffin, supt., &c., in account with the United States.* CR.

		Trust fund—interest due.							Trust fund—interest due.					
		Cherokees—national fund.	Cherokees schools.	Cherokees orphans.	Creek orphans.	Choctaws orphans lands.			Cherokees—national fund.	Cherokees schools.	Cherokees orphans.	Creek orphans.	Choctaws orphans lands.	
1863.														
Oct'r 21	To balance	2, 541 86	2, 985 91	1, 804 30	81	15, 000 00	22, 332 88	By app'n disbursed 2d, 3d, & 4th quarters, 1863, including $3 paid Comm'r Internal Revenue for tax	1, 813 70	2, 939 20	1, 801 90	36, 413 07		42, 967 87
Nov'r 9	To req. No. 6468				36, 412 51		36, 412 51	For this improperly charged to him, vo. 8, Abst. B, 19, 1863, tax on salary A. G. Proctor		3 00				3 00
1864.								& this suspended, including tax paid Comm'r, $2.40	9 00	43 10	2 40			54 50.
Feb'y 27	" do. " 6607				1, 981 68		1, 981 68	" balance	3, 497 88	96 90		1, 981 93	15, 000 00	20, 576 71
" "	" do. " 6610	2, 778 71	96 29				2, 875 00							
	" app'n for this sum, as per his ⅜ current 2 q., 1863	01					01							
	Dollars	5, 320 58	3, 082 20	1, 804 30	38, 395 00	15, 000 00	63, 602 08	Dollars	5, 320 58	3, 082 20	1, 804 30	38, 395 00	15, 000 00	63, 602 08
	To balance	3, 497 88	96 90		1, 981 93	15, 000 00	20, 576 71							

		Trust fund—int. due.				Trust fund—int. due.		
		Choctaws, general fund.	Choctaws, school fund.			Choctaws, general fund.	Choctaws, school fund.	
1863.								
Nov'r 9	To req. No. 6468	5, 382 41		5, 382 41	By app'ns disbursed 2, 3d, 4th quarter, 1863	14, 860 01		14, 860 01
Dec'r 21	" do. " 6516	9, 477 60		9, 477 60	" balance		11, 445 44	14, 445 44
1864.								
Feb'y 27	" do. " 6607		11, 445 44	11, 445 44				
	Dollars	14, 860 01	11, 445 44	26, 305 45	Dollars	14, 860 01	11, 445 44	26, 305 45
	To balance		11, 445 44	11, 445 44				

TREASURY DEPARTMENT, SECOND AUDITOR'S OFFICE, 6 *July*, 1864.
TREASURY DEPARTMENT, 2D COMPTROLLER'S OFFICE, *January* 31*st*, 1865.

J. W. BROWN.
GEO. S. ABBOT.

No. 8876.]

TREASURY DEPARTMENT,
SECOND AUDITOR'S OFFICE, 6th *July*, 1864.

I certify that I have examined and adjusted the account of William G. Coffin, supt., &c., &c., and find that he stands charged on the books of this office—

To balance on settlement,	21 October, 1863		$224,219 20
" req. No. 6442,	20 Oct.,	"	" 53,925 00
" " " 6452,	26 "	"	" 43 38
" " " 6467,	7 Nov'r,	"	" 10,953 51
" " " 6468,	9 "	"	" 50,000 00
" " " 6508,	10 Dec'r,	"	" 15,000 00
" " " 6516,	21 "	"	" 21,977 60
" " " 6537,	5 Jan'y,	1864	" 14,375 50
" " " 6539,	7 "	"	" 9,754 00
" " " 6555,	20 "	"	" 50,000 00
" " " 6607,	27 Feb'y,	"	" 32,921 20
" " " 6610,	" "	"	" 2,875 00
" " " 6658,	25 March,	"	" 2,362 96
" " " 6709,	14 April,	"	" 3,550 00
" " " 6755,	6 May,	"	" 45,000 00
" " " 6786,	1 June,	"	" 25,000 00
" " " 6787,	" "	"	" 25,000 00
" " " 6807,	14 "	"	" 62,000 00
To app'n proceeds of sale, pr. a/c current, 3d qr., 1863			" 70 00
& amt. of errors in vouchers, pr. a/c current, 2d & 3d qrs., 1863			" 02
Amount to his debit			$649,027 37

That he has credit on the books—

By balance on settlement,	21 Oct., 1863	$	43 38
" req. 180,	26 Nov'r, "	"	43 38
" G. C. Snow, Rec'd 20 & 30 June, 1863	29 Jan'y, 1864. " " "	"	490 00
" E. H. Carruth, Rec'd 20 & 30 June, 1863	" " "	"	490 00
" J. Harlan, Rec'd 30 June, 1863	" " "	"	375 00
" G. A. Cutler, Rec'd 9 & 30 June, 1863	" " "	"	595 00
" I. Coleman, Rec'd 5 & 30 June, 1863	" " "	"	601 00
" P. P. Elder, Rec'd 15 & 30 June, 1863	30 April, "	"	1,075 00

And that he is entitled to credit—

By G. C. Snow. Rec'd 26, 30 Sept., & 4 & 31 Decemr.,	1863	"	886 50
" C. H. Carruth. Rec'd 26, 30 Sept., & 6 & 31 Decemr.,	"	"	1,040 50
" G. A. Cutler. Rec'd 30 Sept., 2 & 31 Decemr.,	"	"	811 50
" I. Coleman. Rec'd 26, 30 Sep't, & 2 & 31 Decemr.,	"	"	929 50
" P. P. Elder. Rec'd 26, 30 Sept'r, & 21 Nov'r, & 31 Decemr.,	"	"	1,836 50
" J. Harlan. Rec'd 14 Novem'r,	"	"	368 25
And by app'ns for disbursements, 2d, 3d, & 4th quarters, 1863, including his salary for said period		"	335,019 79
For amt. paid Comm'r Int'l Revenue		"	103 29
" this improperly charged to him, vo. 8, Abst. B, 1 qr., 1863, tax on salary A. G. Proctor, see diff's sett., 21 Oct., 1863		"	3 00
& for this sum suspended, including tax paid Comm'r Int'l Revenue as ch'd in said statement of diff's		"	573 87
Amount to his credit			$345,285 46
Balance due the United States			$303,741 91

As appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

E. B. FRENCH,
Second Auditor.

To the SECOND COMPTROLLER OF THE TREASURY.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above balance this 31st day of January, 1865.

JNO. BRODHEAD,
Second Comptroller.

Balances due the United States.

Fulfilling treaties with	Chickasaws	$ 2,557 36
Do. "	Creeks	" 25,440 96
Do. "	Seminoles	" 16,875 92
Do. "	Choctaws	" 10,021 30
Do. "	Osages	" 25,329 01
Do. "	Senecas and Shawnees	" 150 00
Trust-fund interest due	Cherokees—national fund	" 3,497 88
Do. "	do. schools	" 96 90
Do. "	Creek orphans	" 1,981 93
Do. "	Choctaws' orphans—lands	" 15,000 00
Do. "	Choctaws' school fund	" 11,445 44
Indian service in the district of country leased from the Choctaws for Indians lately residing in Texas		" 10,567 54
Removal & subsistence of Seminoles		" 422 25
Colonizing, supporting, &c., Wichitas, &c.		" 12,047 34
Collection of & establishing Southern Comanches, Wichitas, on reservations south of Arkansas River		" 2,362 96
To aid the Indian refugees to return to their homes in the Indian country		"157,000 00
Pay of supts. & Indian agents		" 6,178 80
Pay of interpreters		" 2,314 57
Temporary clerks		" 381 75
Contingencies, Indian Department		" 70 00
Aggregate balance due the U. S., as within		$303,741 91

OFFICE OF SOUTHERN SUPERINTENDENCY, LEAVENWORTH, KANSAS.

DR. *The United States in account current with W. G. Coffin, Sup't Ind'n Aff'rs, for the quarter ending June 30th, 1863.* CR.

Date.		Amount.	Date.		Amount.
June 30	To amount of Abstract "A"	3,155 00		By balance due the United States from last quarter	8,873 68
" "	" " " " "B"	4,236 95		" error in voucher No. 14, Abstract "A," 4th quarter, 1862	4 50
" "	" " " " "C"	71,474 22		" " " " " 3 " "B," " " "	1
" "	" " " " "D"	13,805 57	April 25	" cash received U. S. Treasurer, requisition No. 6159	38,534 00
" "	" " " " "E"	100 06	May 8	" " " " " " " " 6199	35,009 00
" 20	" " transferred to Agent Carruth, "receipt No. 6"	115 00	June 6	" " " " " " " " 6245	21,152 50
" "	" " " " " Snow " " 5	115 00	5	" " " " " " " " 6254	15,000 00
" 19	" " " " Wm. P. Ross & Riley Keys, "receipt No. 4."	15,000 00			
" 15	" " " " Agent Elder, "receipt No. 3"	700 00			
" 9	" " " " " Cutler, " " 2	220 00			
" 5	" " " " " Colman, " " 1	226 00			
" 30	" balance due the United States carried down	9,425 89			
		118,573 69			118,573 69

By balance bro't down under the following heads of appropriations, viz:

Southern Superintendency:		
Pay of supt. and agents	$252 05	
" " interpreters	709 57	
		961 62
Cherokees:		
Trust fund, int. due national	$101 91	
" " " " schools	2,810 81	
" " " " orphans	124 91	
		3,037 63
Seminoles:		
Fulfilling treaties with Seminoles	$1 00	
Removal & subsistence of Seminoles per act 3rd of March, 1853	2 91	
		3 91
Creeks:		
Trust fund, int. due schools		81
Choctaws:		
Fulfilling treaties with Choctaws	2 20	
Indian service in the district of country leased by Choctaws	5,418 84	
		$5,421 04
Wichitas:		
Colonizing & supporting Wichitas and other affiliated bands		88
		9,425 89

I certify on honor that the above account is just and true, as stated; that the disbursements have been faithfully made for the objects expressed in the vouchers, and that the accounts given embrace all the public money received by me and not heretofore accounted for.

OFFICE SUPT. INDIAN AFFAIRS,
Leavenworth, Kansas, June 30th, 1863.

W. G. COFFIN,
Supt. Ind'n Aff'rs.

Received at Leavenworth City, Kansas, June 19th, 1863, of W. G. Coffin, supt. Indian affairs, Southern Superintendency, fifteen thousand dollars on account of trust fund interest due Choctaws' Orphans Reservation—proceeds of lands—for the benefit of the Cherokee Refugee Indians, for which we are responsible to the United States Treasury.
$15,000.00.

WILL. P. ROSS,
RILEY KEYS,
Agents to communicate with the Cherokee Delegation at Washington, D. C.

I certify, on honor, that I have actually, this nineteenth day of June, 1863, turned over the within-named funds to William P. Ross and Riley Keys, agents to communicate with the Cherokee Delegation, at Washington, D. C.

W. G. COFFIN,
Supt. Indn. Affrs.

TRIBE CHOCTAWS.

Abstract of disbursements made by W. G. Coffin, sup't, & Co., in the quarter ending June 30th, 1863, for treaty stipulations.

Date. 1863.	No. of voucher.	To whom paid.	For what paid.	Heads of account. Fulfilling treaties with Choctaws.	Indian service in the district of country leased by the Choctaws.	Trust fund Choctaw orphans, proceeds of lands.	Amount.
May 10	1	Carney & Stevens, contractors	Supplies		3,945 00		3,945 00
" "	2	" " "	"		2,270 61		2,270 61
June 30	3	" " "	"		2,190 95		2,190 95
" "	4	" " "	"		1,512 25		1,512 25
May 14	5	Stettauer & Brother	Difference in the price of blankets		1,285 50		1,285 50
June 16	6	Jonathan Parkinson	Transportation		754 96		754 96
" 20	7	Jackson Lewis	Supplies		419 45		419 45
" 30	8	H. C. Ketcham, physician	Salary		300 00		300 00
" "	9	John Bird	Transportation		227 50		227 50
" "	10	John Stepney	"		227 50		227 50
" 8	11	A. B. Canville	Beef		183 75		183 75
" 2	12	Thos. C. Stevens & Co	Sundries		105 75		105 75
" 30	13	" " " "	Rent		105 00		105 00
" "	14	W. G. Coffin	Rent		60 00		60 00
" 23	15	Silas Armstrong	Services		45 00		45 00
" 16	16	William Mewhinney	"	39 50			39 50
May 2	17	Ruth Glazier	Board	35 35			35 35
June 30	18	William Mehinney	Making coffins	34 00			34 00
May 8	19	S. G. Beckman	Hauling	30 00			30 00
June 2	20	T. F. Webster	Repairs	17 50			17 50
May 8	21	John Bently	Lumber	13 50			13 50
June 13	22	S. G. Beckman	Hauling		2 50		2 50
			Amount disbursed	169 85	13,635 72		13,805 57
			On hand last quarter	172 05			172 05
			Amount received during the quarter		19,054 56	15,000 00	34,054 56
			Total on hand	172 05	19,054 56	15,000 00	34,226 61
			Balance applicable to next quarter	2 20	5,418 84	15,000 00	20,421 04

I certify that the above abstract is correct and true.

W. G. COFFIN,
Sup't Indian Affairs.

The United States to Carney & Stevens, Dr.

Date.		Dolls.	Cts.
1863. April 15th	For furnishing for the use of the Southern Refugee Indians at the Sac & Fox Reservation, Kansas:		
	75 head beef cattle, average weight, 1,720 lbs. gross; total weight, 129,000 lbs., at the rate of 3 cents per pound.	3,870	00
	1,200 pounds bacon, at 6¼ cts	75	00
		3,945	00

Received at Leavenworth, Kansas, May 10th, 1863, of W. G. Coffin, superintendent of Indian affairs, three thousand nine hundred & forty-five $\frac{00}{100}$ dollars, in full of the above account.

$3,945.00. CARNEY & STEVENS.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this tenth day of May, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 1. Abstract D. 2nd qr., 1863. Carney & Stevens. $3,945.00.

The United States to Carney & Stevens, Dr.

Date.		Dolls.	Cts.
1863. April 30	For furnishing for the use of the Southern Refugee Indians on the Ottawa Reservation, Kansas, during the month of April, 1863, the following supplies, viz:		
	13,750 lbs. beef, gross weight, at $3.00	412	50
	13,125 lbs. bacon, " 6¼c	820	31
	92 s cks flour, " $4	368	00
	179 " corn-meal, " 1.75	313	25
	160 bush. corn, " 60c	96	00
	175 lbs. coffee, " 36c	63	00
	175 lbs. sugar, " 15c	26	25
	175 lbs. tobacco, " 65c	113	75
	20 glls. vinegar, " 18c	3	60
	3 bbls. salt, " $10.00	30	00
	47 lbs. pepper, " 35c	16	45
	75 lbs. soda, " 10	7	50
		$2,270	61

Received at Leavenworth, Kansas, May 10th, 1863, of W. G. Coffin, superintendent of Indian affairs, twenty-two hundred and seventy and $\frac{61}{100}$ dollars, in full of the above account.

$2,270$\frac{61}{100}$. CARNEY & STEVENS.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this tenth day of May, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 2. Abstract D. 2nd qr., 1863. Carney & Stevens. $2,270$\frac{61}{100}$.

The United States to Carney & Stevens, Dr.

Date.		Dolls.	Cts.
1863. May 31st	For furnishing during the month of May, 1863, for the use of the Refugee Indians within the Neosho Agency at Ohio City, Kansas, the following supplies, viz:		
	107 s'cks flour, at $4.00	428	00
	15,026 lbs. bacon, at 6¼c	939	13
	13,200 lbs. beef, gross weight, at $2.60	343	
	147¼ s'cks corn-meal, " " 1.75	257	
	75 bushels corn, " 60c	45	
	40 lbs. tobacco, " 65c	26	00
	228 lbs. coffee, " 36c	82	08
	222 lbs. sugar, " 15c	33	30
	3 bbls. salt, " 9.50	28	50
	7 lbs. pepper, " 35	2	45
	56 lbs. soda, " 10c	5	60
		$2,190	95

Received at Leavenworth, Kansas, June 30th, 1863, of W. G. Coffin, superintendent of Indian affairs, twenty-one hundred and ninety and $\frac{95}{100}$ dollars, in full of the above account.

$2,190.95.

CARNEY & STEVENS.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this thirtieth day of June, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 3. Abstract D. 2nd qr., 1863. Carney & Stevens. $2,190$\frac{95}{100}$.

The United States to Carney & Stevens, Dr.

Date.		Dolls.	Cts.
1863. June 30th	For furnishing for the use of the Wyandott and New York Refugee Indians near Wyandott, Kan., during the months of March, April, May, and June, 1863, the following articles of subsistence, viz:		
	12,081 pounds bacon, @ 6¼c	755	06
	65¾ sacks flour, @ 4$	263	00
	81$\frac{85}{100}$ sacks corn-meal, @ 1.75	143	24
	330 pounds coffee, @ 36c	118	80
	571 pounds sugar, @ 15½c	88	50
	221 pounds tobacco, @ 65c	143	65
		$1,512	25

Received at Leavenworth, Kansas, June 30th, 1863, of W. G. Coffin, superintendent of Indian affairs, fifteen hundred and twelve and $\frac{25}{100}$ dollars, in full of the above account.

$1,512$\frac{25}{100}$.

CARNEY & STEVENS.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this thirtieth day of June, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 4. Abstract D. 2nd quarter, 1863. Carney & Stevens. $1,512$\frac{25}{100}$.

The United States to Stettauer & Brother, Dr.

Date.		Dolls.	Cts.
1863. May 14th	For a balance due us on 2,571 pairs of blankets furnished by us in the month of January, 1863, for the use of the Southern Refugee Indians in Kansas under our contract with Supt. Coffin, dated November 22nd, 1862, the contract price being $11.50 per pair instead of $11.00 per pair, the price received by us, which makes a difference of 50c. on each pair blankets, amounting in all to	1,285	50

REMARKS.—As authority for paying the within I refer to letter from Hon. Comr. Indian Affairs, under date of the 27th day of April, 1863.

Received at Leavenworth, Kansas, May 14th, 1863, of W. G. Coffin, superintendent of Indian affairs, twelve hundred and eighty-five and $\frac{50}{100}$ dollars, in full of the above account.
$1,285$\frac{50}{100}$.

STETTAUER & BROTHER.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this 14th day of May, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 5. Abstract D. 2nd qr., 1863. Stettauer & Brother. $1,285$\frac{50}{100}$.

The United States to Jonathan Parkinson, Dr.

Date.		Dolls.	Cts.
1863. March 31st	For hauling supplies from Leroy, Coffey County, Kansas, to Belmont, Woodson County, Kansas, for the Wichita and other affiliated tribes of Indians during the months of December, 1862, and January, February, & March, 1863, amounting in all to 251,655 lbs., at the rate of 30c. per 100 lbs.	754	96

Under the contract with Stettauer & Brother supplies were to be furnished no farther than Leroy, and Belmont, Woodson Co., Kansas, where the Wichita and other affiliated bands of Indians were encamped after the contract was let, was not included; consequently supplies had to be hauled from Leroy to Belmont, a distance of 25 miles.

W. G. COFFIN.

Received at the Sac and Fox Agency, Kansas, June 16th, 1863, of W. G. Coffin, superintendent of Indian affairs, seven hundred and fifty-four and $\frac{96}{100}$ dollars, in full of the above account.

754\frac{96}{100}$.

JONATHAN PARKINSON.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this sixteenth day of June, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 6. Abstract D. Quarter, 1863. Jonathan Parkinson. 754\frac{96}{100}$.

The United States to Jackson Lewis, Dr.

Date.		Dolls.	Cts.
1862. June 13th	For furnishing for the use of the wild Delawares and the Osage Indians at the time of their enlistment into and previous to their muster into the United States Army, the following supplies, to wit:		
	5,050 lbs. slaughtered beef, at 5 c	252	50
	80 lbs. sugar, " 15 c	12	00
	4 lbs. tobacco, " 50 c	2	00
	11 sacks flour, " $3.50	38	50
	5 bushels corn meal, " 50 c	2	50
	100 lbs. bacon, " 6 c	6	00
	301 bushels corn, " 35 c	105	35
	20 lbs. salt, " 3 c		60
		419	45

I certify on honor that the above-named articles were furnished to the wild Delawares and the Osage Indians, at Neosho Falls, Kansas, at the time of their enlistment, and before their being mustered into the United States Army as above specified and according to my orders.

E. H. CARRUTH,
U. S. Indian Agent.

Received at Leavenworth, Kansas, June 20th, 1863, of W. G. Coffin, superintendent of Indian affairs, four hundred and nineteen and $\frac{45}{100}$ dollars, in full of the above account.

JACKSON LEWIS.

419\frac{45}{100}$.
(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this twentieth day of June, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

We, the chiefs, headmen, & braves of the Wild Delaware Refugee and the Osage Indians, do hereby acknowledge to have received on the 13th day of June, 1862, the time of our enlistment and previous to our

muster into the United States Army, of Jackson Lewis, the foregoing articles of provisions.

JIM NED, his x mark.
CAPT. CHICI, his x mark.
PAH HUSCAH (or White Hair), his x mark.
MECHO SHINCAH (or Little Bear), his x mark.
L. FUEQUA CLASMUN, his x mark.
TAH WAH MEHE, his x mark.

Witnesses:
P. P. ELEBER, *Neosho Agent.*
Witnesses:
FRANKLIN BEAN.

(Indorsed:) Voucher No. 7. Abstract D. 2nd qr., 1863. Jackson Lewis. 419\frac{45}{100}$.

The United States to H. C. Ketcham, Dr.

Date.		Dolls.	Cts.
1863. June 30th	For my services as attending physician to the Refugee Indians on the Sac & Fox Reservation, Kansas, for the 2nd qr. 1863, at the rate of $1,200.00 per annum.	300	00
	War tax	4	50
		295	50

Received at Leavenworth, Kansas, June 30th, 1863, of W. G. Coffin, superintendent of Indian affairs, three hundred dollars, in full of the above account.

H. C. KETCHAM.

$300.
(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this thirtieth day of June, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 8. Abstract D. 2nd qr., 1863. H. C. Ketcham. $300.00; less tax, 4.50—295.50.

The United States to John Stepney, Dr.

Date.		Dolls.	Cts.
1863. June 30th	For hauling supplies for the use of the Southern Refugee Indians from the Sac and Fox Agency to their camps on the Sac and Fox Reservation, from the 1st day of April to the 30th day of June, 1863, both inclusive, at the rate of $2.50 per day, 91 days, furnishing self and team.	$227	50

Received at Leavenworth, Kansas, June 30th, 1863, of W. G. Coffin, superintendent of Indian affairs, two hundred and twenty-seven and $\frac{50}{100}$ dollars, in full of the above account.
$227.50.

JOHN STEPNEY, his x mark.

Attest:
E. E. COFFIN.
(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this thirtieth day of June, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 10. Abstract D. 2nd quarter, 1863. John Stepney. $227.50.

The United States to John Bird, Dr.

Date.		Dolls.	Cts.
1863. June 30th	For hauling provisions from the Sac & Fox Agency to the various camps of the Southern Refugee Indians on the Sac and Fox Reservation, from the 1st day of April to the 30th day of June, 1863, both inclusive, 91 days, at the rate of $2.50 per day, furnishing myself and team.	227	50

Received, at Leavenworth, Kansas, June 30th, 1863, of W. G. Coffin, superintendent of Indian affairs, two hundred & twenty-seven and $\frac{50}{100}$ dollars, in full of the above account.
$227.50.

JOHN BIRD, his x mark.

Attest:
ISAAC COLMAN.
(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this thirtieth day of June, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 9. Abstract D. 2nd qr., 1863. John Bird. $227.50.

The United States to A. B. Canville, Dr.

1863.
June 5th. For furnishing for the use of the Osages, at a council held with them by W. G. Coffin, supt. Ind'n aff'rs, 7 head beeves, estimated weight 7,350 pounds gross, at $2\frac{50}{100}$c. per lb..... $183 75

Received at Canville's Station, Osage Nation, June 8th, 1863, of W. G. Coffin, supt. Ind'n aff'rs, one hundred and eighty-three & $\frac{75}{100}$ dollars, in full of the within account.

A. B. CANVILLE.

$183.75.

We, the chiefs and headmen of the Osage tribe of Indians, do hereby acknowledge to have received of W. G. Coffin, supt. Ind'n aff'rs, at a council held with him at Canville's Station, Osage Nation, for the reception of goods for the destitute Osages, and for the purpose of preparing for a treaty with the United States, the above-named beef, this sixth day of June, A. D. 1863.

PAH-HUS-CAH (or White Hair), his x mark.
ME-CHO-CHIN-CAH (or Little Bear), his x mark.
CLAMORE, his x mark.
TAH-WAH-NE-HE, his x mark.

We the undersigned, certify that the foregoing provisions were delivered to the Osage tribe of Indians at a council for the reception of goods and making treaty, on the 6th day of June, 1863.

P. P. ELDER,
U. S. Ind. Agent.
JOSEPH SWISS,
U. S. Interpreter.

I hereby certify on honor that the above account is correct and just, and that I have actually this 8th day of June, 1863, paid the amount thereof. The beef was furnished to the Osages while holding a council with them for the purpose of preparing them for a new treaty with the United States and distributing some clothing and other goods amongst the destitute members of their tribe.

W. G. COFFIN,
Supt. Ind'n Aff'rs.

(Indorsed:) Voucher No. 11. Abstract D. 2nd quarter, 1863. A. B. Canville. $183.75.

The United States to T. C. Stevens & Co., Dr.

Date.			Dolls.	Cts.
1863. May 16th	For 4 pairs pants,	at $3.00	12	00
	5 wool shirts,	" "2.50	12	50
	3 hats,	" "1.25	3	75
	6 pairs woman's shoes,	" "1.50	9	00
	8 " misses' do.,	" "1.25	10	00
	4 " children's "	"1.00	4	00
	116 y'rds prints,	" 25c	29	00
	33 " brown domestic	" 33⅓	11	00
	8 lbs. powder,	" 75c	6	00
	25 lbs. lead,	" 10c	2	50
	12 boxes Eley's caps,	" 50c	6	00
			$105	75

Received at Leavenworth, Kansas, June 2nd, 1863, of W. G. Coffin, superintendent of Indian affairs, one hundred and five and $\frac{75}{100}$ dollars, in full of the above account.

105\frac{75}{100}$.

THOMAS C. STEVENS & CO.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this second day of June, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

We, the chiefs and headmen of the Creek Refugee Indians at the Sac and Fox Reservation, Kansas, acknowledge to have received this 16th day of May, 1863, of W. G. Coffin, supt. Ind. aff'rs, the above-named articles as presents.

OK-TA-HAS-SAS-HAR-GOH, his x mark.
KA-PIT-CHA-FIX-ICO, his x mark.

We, the undersigned, certify that we were present at the distribution of the above-named articles, and saw the same presented to the chiefs and headmen of the Creek Refugee Indians, and that their signatures or marks were affixed in our presence this 16th day of May, 1863.

SAMUEL BLACK.
SIAH BARNET, his x mark.

Attest: GEO. A. CUTTER.

(Indorsed:) Voucher No. 12. Abstract D. 2nd qr., 1863. T. C. Stevens & Co. 105\frac{75}{100}$.

The United States to Thos. C. Stevens & Co., Dr.

Date.		Dolls.	Cts.
1863. June 30th	For rent of commissary storehouse furnished W. G. Coffin, supt. Ind'n aff'rs., commencing on the 1st day of December, 1862, and ending June 30th, 1863, being 7 month, at the rate of $15.00 per month.	$105	00

Received at Leavenworth, Kansas, June 30th, 1863, of W. G. Coffin, superintendent of Indian affairs, one hundred and five dollars, in full of the above account.

$105.00.

T. C. STEVENS & CO.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this thirtieth day of June, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 13. Abstract D. 2nd quarter, 1863. Thos. C. Stevens & Co. $105.00.

We, the undersigned, citizens of Leavenworth City, Kansas, do hereby certify on honor that the building occupied by Wm. G. Coffin, supt. Ind'n aff'rs, southern superintendency, is a proper location for an office, and that the price charged for rent by him is reasonable and just and in keeping with the prices charged for rent of other buildings in that locality, and further, that the building which he occupies for his office is his own.

Leavenworth City, Kansas, June 30th, 1863.

JAMES BICKNELL.
JOHN SETZLER.

The United States to W. G. Coffin, Dr.

Date.		Dolls.	Cts.
1863. June 30th	For rent of office, furnishishes my own building for my use as supt. Ind'n aff'rs, southern superintendency, from the 1st day of April to the 30th day of June, 1863, both inclusive, at the rate of $20 per month, 3 month.	60	00

Received at Leavenworth, Kansas, June 30th, 1863, of W. G. Coffin, superintendent of Indian affairs, sixty dollars, in full of the above account.

$60.00.

W. G. COFFIN.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this thirtieth day of June, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 14. Abstract D. 2nd quarter, 1863. W. G. Coffin. $60.00.

The United States to Silas Armstrong, Dr.

Date.		Dolls.	Cts.
1863. June 23th	For my services rendered in distributing rations to the Wyandott, Shawnee, and New York refugee Indians at Wyandott, Kansas, beginning March 17th and ending June 22nd, 1863, making 14 weeks, and one day in each week, makes 14 days on which I issued rations, at the rate of $3.00 per day.	42	00
March 15	" my services in taking a census of the above named refugees and preparing a list of same for Supt. Coffin, one day, at	3	00
		45	00

Received at Leavenworth, Kansas, June 23rd, 1863, of W. G. Coffin, superintendent of Indian affairs, forty-five dollars, in full of the above account.

$45.00.

SILAS ARMSTRONG.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this twenty-third day of June, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 15. Abstract D. 2nd qr., 1863. Silas Armstrong. $45.00.

The United States to William Mewhinney, Dr.

Date.		Dolls.	Cts.
1863. January 3rd	For my services in taking John Turkey, a Creek Indian and a prisoner for murder, from the Sac & Fox Agency to Fort Leavenworth, Kansas, from the 28th day of January to the 3rd day of February, 1863, both inclusive, 7 days in all, at the rate of $3 per day, furnishing my own team.	21	00
January 29	For board & lodging for myself & prisoner and keeping and feeding team at Centrapolis.	2	50
" 30th	" board & lodging for myself & prisoner and keeping and feeding team at the 9-Mile House.	3	00
" "	" dinner for prisoner & self & horse-feed at Lawrence	1	50
" 31st	" board & lodging self & prisoner & feeding team	2	50
February 1st	" " " " and feeding team at Leavenworth City	3	00
" "	" dinner & horse-feed while returning	1	00
" 2nd	" board & lodging for self & feeding team	2	50
" 3	" " " " " " "	2	50
		$39	50

I hereby certify on honor that the above account is correct and just; I employed Wm. Mewhinney to take the prisoner, John Turkey, who having had committed a brutal murder upon another Creek Indian, to Fort Leavenworth for punishment, and agreed to pay for that service $3 per day and actual expenses.

GEO. A. CUTTER,
U. S. Agent.

Received at Leavenworth, Kansas, June 16th, 1863, of W. G. Coffin, superintendent of Indian affairs, thirty-nine and $\frac{50}{100}$ dollars, in full of the above account.

$39.50. WILLIAM MEWHINNEY.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this sixteenth day of June, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 16. Abstract D. 2nd qr., 1863. William Mewhinney. $39.50.

The United States to Ruth A. Glazier, Dr.

Date.		Dolls.	Cts.
1863. January 15th	For board of H. C. Ketcham, physician for the refugee Indians on the Sac & Fox Reservation, from the 1st day of December, 1862, to the 14th day of January, 1863, both inclusive, at $3.50 pr. week, $6\frac{3}{7}$ weeks.	22	50
	For keeping and feeding horse for H. C. Ketcham, physician, &c., during the same time as above, $6\frac{3}{7}$ weeks, at the rate of $2.00 per week.	12	85
		35	35

Received at Leavenworth, Kansas, May 2nd, 1863, of W. G. Coffin, supt. Indian affairs, thirty-five and $\frac{35}{100}$ dollars, in full of the above account.

$35.35. RUTH A. GLAZIER.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this second day of May, 1863, paid the amount thereof.

W. G. COFFIN,
Supt. Indn. Affrs.

(Indorsed:) Voucher No. 17. Abstract D. 2nd quarter, 1863. Ruth A. Glazier. $35.35.

The United States to William Mewhinney, Dr.

Date.		Dolls.	Cts.
1863. June 30	For making 17 box coffins for dead Creek, Chickasaw & Euchee refugee Indians, at the rate of $2 each.	34	00

Received at the Sac & Fox Agency, Ks., June 30th, 1863, of W. G. Coffin, superintendent of Indian Affairs, thirty-four dollars, in full of the above account.

$34.00. WILLIAM MEWHINNEY.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this thirtieth day of June, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 18. Abstract D. 2nd qr., 1863. William Mewhinney. $34.00.

The United States to S. G. Beckman, Dr.

Date.		Dolls.	Cts.
1863. January 14th	For hauling tents and other goods for the use of the Southern refugee Indians on the Verdigris River, near Belmont, Kansas, from the 9th to the 14th day of January, 1863, both inclusive, with two teams, 12 days in all, at the rate of $2.50 per day, furnishing myself and teams.	30	00

Received at Leavenworth, Kansas, May 8th, 1863, of W. G. Coffin, superintendent of Indian affairs, thirty dollars, in full of the above account.

$30.00. S. G. BECKMAN.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this eighth day of May, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 19. Abstract D. 2nd qr., 1863. S. G. Beckman. $30.00.

The United States to T. F. Webster, Dr.

Date.		Dolls.	Cts.
1863. April 28th	For the following repairs made on Sup't Coffin's buggy, viz:		
	New shaft & new bar to buggy	2	50
	Railing of buggy seat	1	00
	Repairing iron of buggy seat	3	00
	Replacing, trimming, and repairing top	3	00
	Cleaning and varnishing buggy	8	00
		17	50

Received at Leavenworth, Kansas, June 2nd, 1863, of W. G. Coffin superintendent of Indian affairs, seventeen and $\frac{50}{100}$ dollars, in full of the above account.

$17.50.

T. F. WEBSTER.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this second day of June, 1863, paid the amount thereof.

W. G. COFFIN,

Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 20. Abstract D. 2nd qr., 1863. T. F. Webster. $17.50.

The United States to John Bently, Dr.

Date.		Dolls.	Cts.
1863. May 3	For furnishing for the use of the Cherokee refugee Indians at the Sac & Fox Agency, for burial purposes, 450 feet lumber, at 3 c.	13	50

Received at Sac & Fox Agency, Kansas, May 8th, 1863, of W. G. Coffin, superintendent of Indian Affairs, thirteen and $\frac{50}{100}$ dollars, in full of the above account.

$13.50.

JOHN BENTLEY.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 8th day of May, 1863, paid the amount thereof.

W. G. COFFIN,

Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 21. Abstract D. 2nd quarter, 1863. John Bentley. $13.50.

The United States to S. G. Beckman, Dr.

1863.
March 13th. For hauling provisions for the use of the Wichita refugee Indians from Belmont to their camps on the Verdigris, Kansas, f. one day, at ..... $2 50c.

Received at Leavenworth, Kansas, June 13th, 1863, of W. G. Coffin, supt. Indn. affrs., two & $\frac{50}{100}$ dollars, in full of the above account. $2.50.

S. G. BECKMAN.

I certify on honor that the above account is correct & just, and that I have actually, this thirteenth day of June, 1863, paid the amount thereof.

W. G. COFFIN,
Supt. Indn. Affrs.

(Indorsed:) Voucher No. 22. Abstract D. 2d quarter, 1863. S. G. Beckman. $2.50.

TRIBE, CHOCTAWS.

Abstract of disbursements made by W. G. Coffin, supt. Ind. affairs, in the quarter ending September 30th, 1863, for treaty stipulations.

Date.	No. of vouch'r.	To whom paid.	For what paid.	Heads of account.				Amount.
				Annuity.	Blacksmith.	Interest.	Indian service in the district of country leased.	
1863.								
July 31	1	Carney & Stevens	Supplies	4,192 15				4,192 15
September 30	2	Carney & Stevens	"		2,064 24			2,064 24
" 30	3	Stettauer & Brother	Hay		655 00			655 00
" 27	4	S. Dodsworth	Stationery		30 00			30 00
" 30	5	John Bird	Hauling			197 50		197 50
" 30	6	John Steppney	"			197 50		197 50
July 15	7	Simeon M. Combs	"			175 00		175 00
September 30	8	W. G. Coffin	Traveling expenses			150 00		150 00
" 30	9	D. R. Anthony, P. M	Postage, &c			7 55		7 55
" 30	10	Carney & Stevens	Supplies				18,646 62	18,646 62
" 30	11	Carney & Stevens	"				8,291 30	8,291 30
" 20	12	Carney & Stevens	"				4,696 45	4,696 45
August 31	13	Wm. Dole, spec'l agent	Services				321 12	321 12
Septbr. 30	14	John Setzler, ag't Crek	"				57 50	57 50
			Amount disbursed	4,192 15	2,749 24	727 55	32,012 99	39,681 93
			On hand last quarter			2 20	5,418 84	5,421 04
			Amount received during the quarter	4,207 57	2,760 00	726 69	26,595 44	34,289 70
			Total on hand	4,207 57	2,760 00	728 89	32,014 28	39,710 74
			Balance applicable to next quarter	15 42	10 76	1 34	1 29	28 81

I certify that the above abstract is correct and true.

W. G. COFFIN,
Supt. Ind'n Affairs.

The United States to Carney & Stevens, Dr.

Date.		Dolls.	Cts.
1863. June 15th	For furnishing for the use of the Cherokee Refugee Indians the following articles, viz:		
	7 bbls. 30c, 2,069 pounds sugar, *a* 15½	322	79
	8 bags Rio coffee, 1,297 lbs., " 38	492	86
	6 kegs soda, 672 lbs., " 10c	67	20
	417 pounds tobacco, " 65c	271	05
	602 sacks flour, *a* $4.50	2,709	00
	212½ bushels corn (shelled & sacked), at $1.22 per bushel	259	25
	1,000 pounds bacon, *a* 7c	70	00
		4,192	15

Received at Leavenworth, Ks., July 31st, 1863, of W. G. Coffin, superintendent of Indian affairs, four thousand one hundred & ninety-two & $\frac{15}{100}$ dollars, in full of the above account.
$4,192.15.

CARNEY & STEVENS.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this thirty-first day of July, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

The above articles were delivered at Fort Scott.

W. G. COFFIN,
Supt. of Indian Affairs.

(Indorsed:) Voucher No. 1. Abstract D. 3rd qr., 1863. Carney & Stevens. $4,192.15.

The United States to Carney & Stevens, Dr.

Date.		Dolls.	Cts.
1863.	For furnishing for the use of the Seminole Refugee Indians, during the month of August, 1863, at Neosho Falls, Kansas, the following supplies, viz:		
	36 head beeves, estimated weight, gross, 37,486 pounds, @ 2.80c	1,049	61
	1,700 pounds bacon, @ 6.75	114	75
	97 sacks flour, @ $4.25	412	25
	3 barrels, 30, 802 pounds sugar, @ 15½c	125	21
	3 sacks, 489 " coffee, @ 37½c	183	37
	2 boxes, 227 " tobacco, @ 65c	147	55
	3 barrels salt, @ $10.50	31	50
		2,064	24

Received at Leavenworth, Kansas, September 30th, 1863, of W. G. Coffin, superintendent of Indian affairs, two thousand and sixty-four and $\frac{24}{100}$ dollars, in full of the above account.
$2,064.24.

CARNEY & STEVENS.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 30th day of September, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 2. Abstract D. 3rd qr., 1863. Carney & Stevens. $2,064.24.

The United States to Stettauer & Brother, Dr.

Date.		Dolls.	Cts.
1863. March 31st	For furnishing for the use of the Seneca, Seneca & Shawnee, & Quapaw Refugee Indians, on the Ottawa Reservation, during the months of January, February, & March, 1863: One hundred & thirty-one (131) tons hay, at $5 per ton	655	00

I certify on honor that the within-named quantity of hay was necessary to winter the ponies & horses belonging to the Refugee Quapaw, Seneca, & Seneca & Shawnee tribes of Indians on the Ottawa Reserve upon—

PETER P. ELDER,
U. S. Neosho Agent.

Received at Leavenworth, Kansas, September 30th, 1863, of W. G. Coffin, superintendent of Indian affairs, six hundred and fifty-five dollars, in full of the above account.
$655.

STETTAUER & BROTHER.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 30th day of September, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

We, the undersigned, chiefs & headmen of the Quapaw, Seneca, & Seneca & Shawnee tribes of Indians, do hereby acknowledge to have received during the first quarter of 1863, of Peter P. Elder, U. S. Neosho agent, one hundred & thirty-one tons of hay, as above stated, having signed our receipts in triplicate this 31st day of March, 1863.

WATECHA, his x mark,
Chief of Quapaws.
ISAAC WARRIOR, his x mark,
Chief of Senecas.
JO MOHAWK, his x mark,
JOHN MILTON,
Chiefs of Sennecas & Shawnees,
P'r SILAS SMITH, his x mark.

We, the undersigned, certify that the within-mentioned hay was delivered to the chiefs & headmen of the Quapaw, Seneca, and Seneca & Shawnee tribes of Indians, in our presence, and that their signatures or marks were affixed in our presence this 31st day of March, 1863.

H. F. SHELDON.
SAMUEL H. CRAMER.
WM. M. INMAN.

I certify on honor that I have, during the 1st quarter of 1863, actually delivered to the chiefs & headmen of the Quapaw, Seneca, and Seneca & Shawnee tribes of Indians the above-named 131 tons of hay.
March 31st, 1863.

PETER P. ELDER.
U. S. Neosho Agent.

(Indorsed:) Voucher No. 3. Abstract D. 3rd qr., 1863. Stettauer & Brother. $655.

The United States to S. Dodsworth, Dr.

Date.		Dolls.	Cts.
1863.			
July 20th	For 50 blanks, account currents (ruled & print)	5	00
Sept'b'r 26th	100 " treaty stip. abstracts " "	10	00
" "	1,000 " vouchers " "	15	00
		$30	00

Received at Leavenworth, Kansas, September 27th, 1863, of W. G. Coffin, superintendent of Indian affairs, thirty dollars, in full of the above account.

$30.

S. DODSWORTH.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this 27th day of September, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 4. Abstract D. 3d qr., 1863. S. Dodsworth. $30.

The United States to John Bird, Dr.

Date.		Dolls.	Cts.
1863. September 30th	For hauling supplies from the Sac & Fox Agency, to the various camps of the southern refugees, on the Sac & Fox Reservation, Kansas, from the 1st day of July to the 30th day of September, 1863, Sundays excepted, making in all 79 days, at the rate of $2.50 per day.	197	50

Received at Leavenworth, Ks., September 30th, 1863, of W. G. Coffin, superintendent of Indian affairs, one hundred and ninety-seven & $\frac{50}{100}$ dollars, in full of the above account.

197\frac{50}{100}$.

JOHN BIRD, x his mark.

Attest: G. A. CUTLER.
(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this thirtieth day of September, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 5. Abstract D. 3rd quarter, 1863. John Bird, 197\frac{50}{100}$.

The United States to John Steppny, Dr.

Date.		Dolls.	Cts.
1863. Septr. 30	For hauling supplies from the Sac & Fox Agency to the various camps of the Southern Refugee Indians on the Sac and Fox Reservation from the 1st day of July to the 30th day of September, 1863, Sundays excepted, making in all 79 days, at the rate of $2.50 per day.	197	50

Received at the Sac & Fox Agency, Kansas, September 30th, 1863, of W. G. Coffin, superintendent of Indian affairs, one hundred & ninety-seven and $\frac{50}{100}$ dollars, in full of the above account.

197\frac{50}{100}$.

JOHN STEPPNY, x his mark.

Attest: E. E. COFFIN.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this 30th day of September, 1863, paid the amount thereof.

W. G. COFFIN,

Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 6. Abstract D. 3rd qr., 1863. John Steppny, 197\frac{50}{100}$.

The United States to Simeon Combs, Dr.

Date.		Dolls.	Cts.
1863. June 9th	For my services, with two teams, in hauling flour from Emporia, in Kansas, to Fort Gibson, in the Cherokee Nation, commencing May 6th and ending June 9th, 1863, both inclusive, thirty-five days going & returning, at the rate of two dollars & fifty cents per day each team, for the use of the Cherokee Indians.	175	00

Received at Leavenworth, Kansas, July 15th, 1863, of W. G. Coffin, superintendent of Indian affairs, one hundred & seventy-five dollars, in full of the above account.

$175.00.

SIMEON M. COMBS.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this 15th day of July, 1863, paid the amount thereof.

W. G. COFFIN,

Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 7. Abstract D. 3rd qr., 1863. Simeon M. Combs. $175.00.

The United States to W. G. Coffin, Dr.

For the following actual traveling expenses incurred while attending to the duties of supt. Ind'n affairs, southern superintendency, during the third quarter, 1863, viz:

Date.		Amount. Doll.	C.
1863.	Trip from Leavenworth to Humboldt to attend council with Ossage, &c:		
July 2	For board & lodging self & 2 mules at Lawrence	3	00
" "	" dinner & mule feed at Quakers	1	00
" 3	" board & lodging self & team at Sac & Fox Agency	2	50
" 3	" dinner & mule feed at Drum's	1	00
" 4	" board & lodging self & team at Leroy	2	50
" 7	" " " " " " Humboldt 2 days	4	00
" 8	" " " " " " Leroy 1 "	2	50
" "	" dinner & mule feed at Drum's	1	00
" 9	" board & lodging self & team at Sac & Fox Agency	2	50
" "	" dinner & mule feed at Baldwin City	1	00
" 10	" board & lodging self & team at Lawrence	3	00
" "	" ferriage at Lawrence going & returning	.....	50
" "	" dinner & mule feed at Moore's	1	00
	Trip from Leavenworth to Wyandott to take receipts from chiefs for supplies:		
August 5	" steamboat fare from Leav. to Wyandotte	3	00
	" dinner self, 4 chiefs, & interpreter	1	00
" 6	" board & lodging self	1	00
" "	" stage fare to Leavenworth	2	00
" "	" dinner at 9-Mile House	.....	50
	Trip from Leavenworth to Emporia to seddle with teamsters on return from the Cherokee Nation, &c:		
" 7	" ferriage at Lawrence	.....	25
" 8	" board & lodging self and team at Lawrence	3	00
" 9	" " " " " at Sac & Fox Agency	2	00
" "	" dinner self & team at Burlington	1	00
" 10	" board & lodging self & team at Ottumwa	2	50
" 11	" " " " " " Emporia	2	00
" "	" dinner self & team at Burlington	1	00
" 12	" board & lodging self and team at Leroy	1	50
" 13	" " " " " " Humboldt	2	00
" 14	" dinner self & team at Conviller Station	.....	50
" 15	" board, etc., at Catholic Mission	.....	.....
" "	" dinner self & team en route to Fort Scott	1	00
" 16	" board & lodging self & team at Fort Scott, having gone there to make a requisition for an escorte to accompany Cherokee supplie train.	3	00
" "	" dinner self & team at Paris	1	00
" 17	" board & lodging self & team at Twin Springs	2	50
" "	" dinner self & team at Olathe	1	00
" 18	" board & lodging self & team at Ferry House	2	00
" "	" ferriage over Kaw River	.....	25
	Trip from Leavenworth to Leroy with Hon. Com'r Ind'n Affairs to make treaty with Osages, &c., at Sac & Fox Agency, making treaty with Creeks:		
" 24	" ferriage over Kaw River at Lawrence	.....	25
" 25	" board & lodging self & team at Lawrence	3	00
" "	" dinner self & team at Young's	1	00
" 26	" board & lodging self & team at Sac & Fox Agency	2	00
" "	" dinner self & team at Griffith's	1	00
" 30	" board & lodging self & team at Leroy 3½ days (see subvoucher marked A).	8	00
" "	" dinner self & team at Griffith's	1	00
Sept'b'r 5	" board & lodging self & team at Sac & Fox Agency 4 days whilst making treaty with Creeks (see subvoucher marked B).	7	50
" "	" dinner self & team at Young's	1	00
" "	" ferriage at Lawrence over Kaw River	.....	25
" 6	" board & lodging self & team at Moore's	2	00
	Trip from Leavenworth to Saint Louis to obtain tents for Refugee Indians:		
" 8	" hack hire to R. R. depot at Weston	1	25
	" R. R. fare to Saint Joseph	2	00
" 9	" board & lodging at " "	1	50
" 8 & "	" omnibus fare to & from hotel at St. Joseph	.....	50
" "	" R. R. fare to Saint Louis	11	50
" "	" 2 meals on trip to " " *a* 50c. ea.	1	00
" 14	" board & lodging at St. Louis from the 10th to the 14th Sept'b'r, 5 days, *a* 2.50 ea.	12	50
" 15	" R. R. fare to Leavenworth	12	50
" 10 & "	" omnibus fare at Saint Louis	.....	50
"	" 3 meals en route for Leavenworth	1	50

The United States to W. G. Coffin, Dr.—Continued.

Date.		Amount. Doll.	C.
1863.	Trip from Leavenworth to Belmont & other points of Refugee Indians to make quarterly seddlements with agents for supplies, etc: For		
Sept'b'r 24	" board & lodging self & team at Skinner's	2	00
" "	" ferriage at Lawrence	.....	25
" "	" dinner self & team at Lawrence	.....	75
" 25	" board & lodging at Baldwin City	2	00
" "	" dinner self & team at Ottawa Foxes	1	00
" 26	" board & lodging self & team at Ohio City	2	25
" "	" dinner self & team at Tipton's	.....	75
" 27	" board & lodging self & team at Leroy	2	00
" 28	" " " " " Belmont 1 day	2	50
" "	" dinner self & team at Burlington	.....	75
" 29	" board & lodging self & team at Stupplefield's	2	00
" 30	" dinner & over-night " " Sac & Fox Agency	2	50
		$150	00

Received at Leavenworth, Kansas, September 30th, 1863, of W. G. Coffin, supt. Ind'n affairs, one hundred and fifty dollars, in full of the above account.

$150.00.

W. G. COFFIN.

A.

Received at Le Roy, Coffee County, Kansas, August 30th, 1863, of W. G. Coffin, supt. Ind'n affairs, southern superintendency, eight dollars, in full for board & lodging, self & 2 mules, from the evening of the 26th to morning of the 30th day of September, 1863.

$8.00.

J. A. SMITH.

B.

Received at the Sac & Fox Agency, Kansas, September 5th, 1863, of W. G. Coffin, supt. Ind'n aff'rs, seven and $\frac{50}{000}$ dollars, in full for his board & lodging & keeping & feeding mule team for 4 days.

$7.50.

JOHN GOODELL.

I certify on honor that the above account is correct and just, and that I have actually this thirtieth day of September, 1863, paid the amount thereof, and further, that I have found it impracticable to secure sub-vouchers for a portion of the items mentioned therein; particularly whilst at Saint Louis, where, previous to my departure from that city on the morning of the 15th instant, I attended to the shipment of 800 tents, whereby I was so much delayed as to make it impossible for me to take vouchers for R. R. fare and my board at the hotel.

W. G. COFFIN,
Supt. Indian Affairs.

(Indorsed:) Voucher No. 8. Abstract D. 3d quarter, 1863. W. G. Coffin. $150.00.

The United States to D. R. Anthony, P. M., Dr.

Date.		Dolls.	Cts.
1863.			
July 27	For 100 3c. postage stamps	3	00
Septbr. 18	" 110 3c. " "	3	30
Septbr. 30	" box rent from the 1st day of July, 1863, to the 30th day of September, 1863, both inclusive, at the rate of 5$ per annum.	1	25
		$7	55

Received at Leavenworth, Kansas, September 30th, 1863, of W. G. Coffin, superintendent of Indian affairs, seven and $\frac{55}{100}$ dollars, in full of the above account.

7\frac{55}{100}$.

D. R. ANTHONY, P. M.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 30th day of September, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 9. Abstract D. 3d qr., 1863. D. R. Anthony. $7.55.

The United States to Carney & Stevens, Dr.

Date.		Dolls.	Cts.
1863.	For furnishing, during the month of August, 1863, for the use of the Southern Refugee Indians at the Sac & Fox Reservation, Kansas, the following-named supplies, viz:		
	958 sacks flour, *a* 4$	3,832	00
	5,216 pounds coffee, *a* 36c	1,877	76
	6,763 " sugar, *a* 15c	1,014	45
	3,745 bushels corn, *a* 50c	1,872	50
	17,927 pounds bacon, *a* 6¼c	1,120	44
	1,103 " tobacco, *a* 65c	716	95
	26 barrels salt, *a* $9.50	247	00
	44 gallons vinegar *a* 18c	7	92
	203 head beeves, estimated gross weight, 1,400 lbs. each; total 284,200 lbs., *a* 2.80c.	7,957	60
		$18,646	62

Received at Leavenworth, Kansas, September 30th, 1863, of W. G. Coffin, superintendent of Indian affairs, eighteen thousand six hundred & forty-six and $\frac{62}{100}$ dollars, in full of the above account.

$18,646$\frac{62}{100}$.

CARNEY & STEVENS.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 30th day of September, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 10. Abstract D. 3d qr., 1863. Carney & Stevens. $18,646$\frac{62}{100}$.

The United States to Carney & Stevens, Dr.

Date.		Dolls.	Cts.
1863. Aug. 6th	For furnishing at Burlington, Coffee County, Kansas, for the use of the destitute Cherokee Refugee Indians, at the Cherokee Agency, C. N., the following articles, viz:		
	5 barrels salt, $11	55	00
	25 bbl., 30c. ea., 7,037 lbs. sugar, 15½c	1,098	23
	20 bags, 3,379 lbs. Rio coffee, 38c	1,284	02
	15 boxes, 1,860 lbs., tobacco, 65c	1,209	00
	2 sacks, 177 lbs., pepper, 35c	61	95
	141 sacks, 30c. ea., 19,740 lbs. bacon, 7c	1,424	10
	702 sacks flour, $4½	3,159	00
		8,291	30

Received at Leavenworth, Kansas, September 30th, 1863, of W. G. Coffin, superintendent of Indian affairs, eight thousand two hundred & ninety-one $\frac{30}{100}$ dollars, in full of the above account.

$8,291$\frac{30}{100}$.

CARNEY & STEVENS.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this 30th day of September, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

The above supplies were delivered at Burlington on account of our starting a part of our train from that point for the Cheroke' Nation; Belmont prices that govern.

W. G. COFFIN,
Supt. of Indian Affairs.

(Indorsed:) Voucher No. 11. Abstract D. 3rd qr., 1863. Carney & Stevens, $8,291$\frac{30}{100}$.

The United States to Carney & Stevens, Dr.

Date.		Dolls.	Cts.
1863. September 21	For furnishing for the use of the Refugee Indians on the Ottawa Reservation the following articles, viz:		
	80,000 pounds beef, gross, @ 2.80	2,240	00
	8,805 pounds bacon, @ 6¼c	550	31
	103 sacks cornmeal, @ 1.75	180	25
	211 " flour, @ 4$	844	00
	500 bushels corn, @ 60c	300	00
	410 pounds tobacco, @ 65c	266	50
	385 pounds sugar, @ 15c	57	75
	403 pounds coffee, @ 36c	145	08
	40 " pepper, @ 35c	14	00
	77 gallons vinegar, @ 18c	13	86
	87 pounds soda, @ 10c	8	70
	8 barrels salt, @ 9.50	76	00
		4,696	45

Received at Leavenworth, Kansas, September 20th, 1863, of W. G. Coffin, superintendent of Indian affairs, four thousand six hundred & nine-six & $\frac{45}{100}$ dollars, in full of the above account.

$4,696$\frac{45}{100}$.

CARNEY & STEVENS.

(Triplicates:)

I certify on honor that the above account is correct and just, and that I have actually, this 20th day of September, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

Ohio City prices should govern this as they are supplied from that point.

W. G. COFFIN,
Supt. of Indian Affairs.

(Indorsed:) Voucher No. 12. Abstract D. 3rd qr., 1863. Carney & Stevens, $4,696$\frac{45}{100}$.

The United States to William Dole, Dr.

Date.			Dolls.	Cts.
1863. August 31	For my services as special agent to assist W. G. Coffin, supt., &c., in taking care of the Southern Refugee Indians in Kansas, commencing on the 25th day of May & ending on the 31st day of August, 1863, viz:			
	From the 25th day of May to the 30th day of June, 1863, both inclusive, 37 days, at the rate of $1,200 per annum (*war tax remitted, 2 qr.*, 1863).		121	98
	From the 1st day of July to the 31st day of August, 1863, both inclusive, 62 days, at the same rate as above	$202 17		
	Deduct war tax, 3 per cent. on $101.08	3 03		
		$199 14	199	14
			$321	12

Received at Leavenworth, Kansas, August 31st, 1863, of W. G. Coffin, superintendent of Indian affairs, three hundred & twenty-one & $\frac{12}{100}$ dollars, in full of the above account.
$321.12.

WM. DOLE.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 31st day of August, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 13. Abstract D. 3rd.quarter, 1863. Wm. Dole. $321.12.

The United States to John Setzler, Dr.

Date.		Dolls.	Cts.
1863. September 30	For my services as assistant clerk in the office of supt. Ind'n affairs from the 1st to the 14th day of July, 1863, both inclusive, 14 days, at the rate of $2.50 per day.	35	00
	" the same services from the 1st to the 5th day of September, 1863, both inclusive, at the rate of $2.50 per day, 5 days.	12	50
	" the same services from the 27th to the 30th day of September, 1863, both inclusive, 4 days, same rate as above.	10	00
		57	50

Received at Leavenworth, Kansas, September 30th, 1863, of W. G. Coffin, superintendent of Indian affairs, fifty-seven and $\frac{50}{100}$ dollars, in full of the above account.

$57.50.

JOHN SETZLER.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this thirtieth day of September, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

The services of an extra clerk are absolutely required at the end of each month on each quarter.

W. G. COFFIN,
Supt. of Indian Affairs.

(Indorsed:) Voucher No. 14. Abstract D. 3rd qr., 1863. John Setzler, 57.50.

AGENCY OF SOUTHERN SUPERINTENDENCY, LEAVENWORTH CITY, KANSAS.

DR. *The United States in account current with W. G. Coffin, supt. Ind'n affrs, for the quarter ending December 31st, 1863.* CR.

Date.		Amount.
1863.		
December 31	To amount of abstract "A"	3,592 25
" "	" " " " "B"	1 50
" "	" " " " "C"	57,868 86
" "	" " " " "D"	48,939 44
" "	" " " " "E"	27,888 61
" "	" " " " "F"	27,678 29
" 17	" " " receipt "G"	2,000 00
" 6	" " " " "H"	75 00
" 4	" " " " "I"	75 00
" 2	" " " " "K"	100 00
" "	" " " " "L"	75 00
November 21	" " " " "M"	700 00
October 31	" " " " "N"	97 55
December 31	" " of balance due the United States	12,739 90
		$181,831 40

Date.		Amount.
1863.		
December 31	By cash due to the United States at the close of the 3rd qr., 1863	1,952 89
November 7	" cash received Treasurer U. S., requisition No. 6442	53,925 00
" "	" " " " " " " " 6468	10,953 51
" "	" " " " " " " " 6467	50,000 00
" "	" " " " " " " " 210	25,000 00
December 14	" " " " " " " " 6509	15,000 00
" 22	" " " " " " " " 211	25,000 00
" 23	" " " " " " " " 6516	
		$181,831 40
December 31	By amount of balance due the United States this day under the following heads of appropriations, viz:	
	Southern superintendency: Pay of supt. & agents, 678.05; Pay of interpreters, 584.57; Pay of temporary clerk, 6.75	1,269 37
	Cherokees: Trust-fund int. due Cher. nat. fund, 41c; Trust-fund int. schools, 61c; Trust-fund int. due orphans, 01c	1 03
	Seminoles: Removal & subsistence of Seminoles	15 17
	Creeks: Annuity, 79c.; interest, 1$; trust-fund int. due Creek orphans, 25c.	2 04
	Choctaws: Fulfilling treaties	21
	Chickasaws: Carrying into effect treaties, etc	427 36
	Wichitas, etc: Colonizing & supporting, etc	1 21
	Osages: Fulfilling treaties, etc	10,953 51
	Proceeds sale of horse	70 00
		$12,739 90

$2,000. (Triplicate.)

Received of William G. Coffin, superintendent, &c., two thousand dollars, on account of the expenses of the Cherokee national delegation detained in this city on business.

Washington, December 17, 1863.

JNO. ROSS.
EVAN JONES.
LEWIS DOWNING.
JAMES McDANIEL.

I certify on honor that the above account is just and true, as stated; that the disbursements have been faithfully made for the objects expressed in the vouchers, and that the accounts given embrace all the public money received by me, and not heretofore accounted for.

Office southern superintendency of Ind'n aff'rs, Leavenworth, December 31st, 1863.

W. G. COFFIN,
Supt. Indian Affairs.

No. 42742——96

TRIBE, CHOCTAW.—*Abstract of disbursements made by W. G. Coffin, sup't Ind'n aff'rs, in the quarter ending December 31st, 1863, for treaty stipulations.*

Date.	No. of vouch'r.	To whom paid.	For what paid.	Heads of account. Annuity.	Blacksmith.	Interest.	Indian service in the district of country leased.	Trust-fund int. due gen. fund.	Fulfilling treaties with Choctaws.	Amount.
1863.										
December 31	1	Thomas C. Stevens	Supplies					14,852 08		14,852 08
" 5	2	" "	"						4,389 75	4,389 75
November 30	3	" "	"						3,452 07	3,452 07
December 17	4	John Ross, principal chief	Subsistence						2,875 00	2,875 00
" 5	5	Thomas C. Stevens	Supplies						658 01	658 01
October 12	6	C. W. Ballard	Transportation						96 00	96 00
" 14	7	C. R. Key	"						96 00	96 00
" 12	8	Samuel T. Locke	"						96 00	96 00
" 14	9	Jacob Jacobs	"						96 00	96 00
" "	10	M. Bixler	"						96 00	96 00
" "	11	W'm Fox	"						96 00	96 00
" "	12	Sherman Willian s	"						96 00	96 00
" "	13	John Lewis	"						96 00	96 00
" "	14	R. B. Woodworth	"						96 00	96 00
" 12	15	D. McDonald	"						96 00	96 00
" "	16	Joseph Miller	"						96 00	96 00
" "	17	Pusey Graves	"						96 00	96 00
" "	18	J. S. Hawkins	"						96 00	96 00
" "	19	James Moore	"						96 00	96 00
" "	20	J. J. White	"						90 00	90 00
" "	21	L. J. Heddens	"						90 00	90 00
December 31	22	Thomas C. Stevens & Co	Rent						90 00	90 00
November 17	23	S. N. Wood	Advertising	14 00					90 00	90 00
" 2	24	R. E. Watson & Co	Sundries	1 42	10 76	1 34	1 29	2 09		14 00
October 4	25	Robinson & Veteto	Medicines					5 84	16 96	16 90
										22 80
			Amount disbursed	15 42	10 76	1 34	1 29	14,860 01	12,999 79	27,888 61
			On hand last quarter	15 42	10 76	1 34	1 29			28 81
			Amount received during the quarter					14,860 01	15,000 00	29,860 01
			Total on hand	15 42	10 76	1 34	1 29	14,860 01	15,000 00	29,888 82
			Balance applicable to next quarter						2,000 21	2,000 21

I certify that the above abstract is correct and true.

W. G. COFFIN, *Sup't Indian Affairs.*

The United States to Thomas C. Stevens, Dr.

Date.		Dolls.	Cts.
1863.	For furnishing, during the month of December, 1863, for the use of the Southern Refugee Indians, near Belmont, Kansas, the following articles, viz :		
	3 blb., 30c., sugar, 800 pounds, 18c	144	90
	825 pounds coffee, 39½	325	87
	448 pounds soda, 12c	53	76
	114 head beef cattle, average weight, 1,275 lbs. ; total 145,350 lbs. gross, 3½	5,087	25
	960 sacks flour, 4.65	4,464	00
	1,213 bushels corn, 50c	606	50
	27,670 pounds bacon, 8c	2,213	60
	548 " tobacco, 65c	356	20
	200 tons hay, 8$	1,600	00
		14,852	08

Received at Leavenworth, Kansas, December 31st, 1863, of W. G. Coffin, superintendent of Indian affairs, fourteen thousand eight hundred & fifty-two and $\frac{08}{100}$ dollars, in full of the above account.
$14,852.08.

THOMAS C. STEVENS.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 31st day of December, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

The 200 tons of hay included in the above voucher was not contracted for, as it was believed they had enough, but it gave out and the exigencies of the service demanded the purchase and no time to advertise.

W. G. COFFIN,
Supt. of Indian Affairs.

(Indorsed:) Voucher No. 1. Abstract E. 4th qr., 1863. T. C. Stevens. $14,852.08.

The United States to Thomas C. Stevens, Dr.

Date.		Dolls.	Cts.
1863.	For furnishing, during the month of November, 1863, for the use of the Southern Refugee Indians, near Belmont, Kansas, the following articles, viz :		
	10 bbls., 30c., sugar, 2,720 lbs., 18	492	60
	560 pounds soda, 12c	67	20
	10 bags coffee, 1,668 lbs., 39½	658	86
	10 barrels salt, 9.50	95	00
	16,508 pounds bacon, 8c	1,320	64
	163 sacks flour, 4.65	757	95
	256 " cornmeal, 2.50$	640	00
	550 pounds tobacco, 65c	357	50
		4,389	75

Received at Leavenworth, Kansas, December 5th, 1863, of W. G. Coffin, superintendent of Indian affairs, forty-three hundred & eighty-nine and $\frac{75}{100}$ dollars, in full of the above account.
$4,389.75.

THOMAS C. STEVENS.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 5th day of December, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 2. Abstract E. 4th qr., 1863. Thomas C. Stevens. $4,389.75.

The United States to Thomas C. Stevens, Dr.

Date.		Dolls.	Cts.
1863.	For furnishing for the use of the Southern Refugee Indians, near Ohio City, Kansas, during the month of November, 1863, the following articles, viz:		
	44,400 lbs. beef, gross, 3c	1,332	00
	2,252 lbs. bacon, 7¼	163	27
	100 sacks flour, 4½	450	00
	300 sacks cornmeal, 2$	600	00
	156 bushels corn, 45c	70	20
	600 lbs. coffee, 38c	228	00
	600 lbs. sugar, 17½c	105	00
	600 lbs. tobacco, 65c	390	00
	8 barrels salt, 8½$	68	00
	100 gallons vinegar, 20c	20	00
	56 lbs. soda, 10c	5	60
	50 lbs. pepper, 40c	20	00
		3,452	07

Received at Leavenworth, Kansas, November 30th, 1863, of W. G. Coffin, superintendent of Indian affairs, three thousand four hundred & fifty-two and $\frac{07}{100}$ dollars, in full of the above account.
$3,452.07.

THOMAS C. STEVENS.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 30th day of November, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 3. Abstract E. 4th qr., 1863. Thomas C. Stevens. $3,452.07.

The United States to John Ross, principal chief Cherokee Nation, Dr.

Date.		Dollars.	Cts.
	For this amount for subsistance for himself and family, comprising 12 persons, by direction of the Commissioner of Indian Affairs, for one quarter, from August 1st to Nov. 1st, 1863, at the rate of 500 $ per annum for each person.	1,500	00
	For subsistance for the family of Robert D. Ross, comprising 6 persons, for the same quarter & rate.	750	00
	For subsistance for the family of John W. Stapler, comprising 5 persons, by the same authority, and at the same rate and for same quarter.	625	
		$2,875	00

Received at Washington, Decr. 17th, 1863, of William G. Coffin, supt., &c., twenty-eight hundred & seventy-five dollars, in full of the above account.

JNO. ROSS,
Prin'l Chief Cherokee Nation.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this seventeenth day of December, 1863, paid the amount thereof.

W. G. COFFIN,
Supt. Indian Affairs.

(Indorsed:) Voucher No. 4. Abstract E. 4th qr., 1863. John Ross, $2,875.00.

The United States to Thomas C. Stevens, Dr.

Date.		Dolls.	Cts.
1863. October 24	For furnishing for the use of the Seminole Refugee Indians at Neosho Falls, Kansas, the following articles, viz:		
	13 barrels salt, $9.50	123	50
	800 bushels corn, 50c	400	00
	630 lbs. bacon, 8c	50	40
	2 head beeves, 3,004 lbs. gross, 2.80	84	11
		658	01

Received at Leavenworth, Kansas, December 5th, 1863, of W. G. Coffin, superintendent of Indian affairs, six hundred & fifty-eight and $\frac{01}{100}$ dollars, in full of the above account.
$658.01.

THOMAS C. STEVENS.

(Triplicates.)

I certify, on honor, that the above account is correct and just, and that I have actually this 5th day of December, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 5. Abstract E. 4th qr., 1863. Thomas C. Stevens, $658.01.

The United States to C. W. Ballard, Dr.

Date.		Dolls.	Cts.
1863. October 12th	For hauling supplies for the use of the destitute Refugee Indians in the Cherokee Nation from Leroy, Coffey Co., Kansas, to Talaquah, C. N., from the 7th day of September to the 8th day of October, 1863, both inclusive, with one team, 32 days, at the rate of 3$ per day, furnishing myself & team.	96	00

Received at Leroy, Coffey Co., Kansas, October 12th, 1863, of W. G. Coffin, superintendent of Indian affairs, ninety-six dollars, in full of the above account.
$96.00.

C. W. BALLARD.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this 12th day of October, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 6. Abstract E. 4th qr., 1863. C. W. Ballard, $96.00.

The United States to C. R. Key, Dr.

Date.		Dolls.	Cts.
1863. October 14th	For hauling supplies for the use of the destitute Southern Refugee & Cherokee Indians in the Cherokee Nation from Burlington, Kansas, to Talaquah, C. N., from the 8th day of September to the 9th day of October, 1863, both inclusive, with one team, 32 days, furnishing myself & team.	96	00

Received at Burlington, Kansas, October 14th, 1863, of W. G. Coffin, superintedent of Indian affairs, ninety-six dollars, in full of the above account.
$96.00.

C. R. KEY.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this 14th day of October, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 7. Abstract E. 4th qr., 1863. C. R. Key. $96.00.

The United States to Samuel T. Locke, Dr.

Date.		Dolls.	Cts.
1863. October 12th	For hauling supplies for the use of the destitute Southern Refugee Indians in the Cherokee Nation from Leroy, Coffey Co., Kansas, to Talaquah, C. N., from the 7th day of September to the 8th day of October, 1863, both inclusive, with one team, 32 days, at the rate of 3$ per day, furnishing myself & team.	96	00

Received at Le Roy, Coffey Co., Kansas, October 12th, 1863, of W. G. Coffin, superintendent of Indian affairs, ninety-six dollars, in full of the above account.
$96.00.

SAMUEL T. LOCKE.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this 12th day of October, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 8. Abstract E. 4th qr., 1863. Samuel T. Locke. $96.00.

The United States to Jacob Jacobs, Dr.

Date.		Dolls.	Cts.
1863. October 14th	For hauling supplies for the use of the destitute Southern Refugee Indians in the Cherokee Nation from Burlington, Kansas, to Talaquah, C. N., from the 8th day of September to the 9th day of October, 1863, both inclusive, with one team, at the rate of 3$ per day, 32 days, furnishing myself & team.	96	00

Received at Burlington, Kansas, October 14th, 1863, of W. G. Coffin, superintendent of Indian affairs, ninety-six dollars, in full of the above account.

$96.00.

JACOB JACOBS.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this 14th day of October, 1863, paid the amount thereof.

W. G. COFFIN,

Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 9. Abstract E. 4th qr., 1863. Jacob Jacobs. $96.00.

The United States to M. Bixler, Dr.

Date.		Dolls.	Cts.
1863. October 14th	For hauling supplies for the use of the destitute Refugee Cherokee Indians in the Cherokee Nation from Burlington, Kansas, to Talaquah, C. N., from the 8th day of September to the 9th day of October, 1863, both inclusive, with one team, at the rate of 3$ per day, 32 days, furnishing myself & team.	96	00

Received at Burlington, Kansas, October 14th, 1863, of W. G. Coffin, superintendent of Indian affairs, ninety-six dollars, in full of the above account.

$96.00.

M. BIXLER.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this 14th day of October, 1863, paid the amount thereof.

W. G. COFFIN,

Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 10. Abstract E. 4th qr., 1863. M. Bixler. $96.00.

The United States to Wm. Fox, Dr.

Date.		Dolls.	Cts.
1863. October 14th	For hauling supplies for the use of the destitute Southern Refugee & Cherokee Indians in the Cherokee Nation from Burlington, Kansas, to Talaquah, C. N., from the 8th day of September to the 9th day of October, 1863, both inclusive, with one team, at the rate of 3$ per day, 32 days, furnishing myself & team.	96	00

Received at Burlington, Kansas, October 14th, 1863, of W. G. Coffin, superintendent of Indian affairs, ninety-six dollars, in full of the above account.

$96.00.

WM. FOX.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 14th day of October, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 11. Abstract E. 4th qr., 1863. Wm. Fox, $96.00.

The United States to Sherman Williams, Dr.

Date.		Dolls.	Cts.
1863. October 14th	For hauling supplies for the use of destitute "Southern Refugee" & Cherokee Indians in the Cherokee Nation from Burlington, Kansas, to Talaquah, C. N., from the 8th day of September to the 9th day of October, 1863, both inclusive, with one team, at the rate of 3$ per day, 32 days, furnishing myself & team.	96	00

Received at Burlington, Kansas, October 14th, 1863, of W. G. Coffin, superintendent of Indian affairs, ninety-six dollars, in full of the above account.

$96.00.

SHERMAN WILLIAMS.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 14th day of October, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 12. Abstract E. 4th qr., 1863. Sherman Williams, $96.00.

The United States to John Lewis, Dr.

Date.		Dolls.	Cts.
1863. October 14th	For hauling supplies for the use of the destitute Southern Refugee & Cherokee Indians in the Cherokee Nation from Burlington, Kansas, to Talaquah, C. N., from the 8th day of September to the 9th day of October, 1863, both inclusive, with one team, at the rate of 3$ per day, 32 days, furnishing myself & team.	96	00

Received at Burlington, Kansas, October 14th, 1863, of W. G. Coffin, superintendent of Indian affairs, ninety-six dollars, in full of the above account.

$96.00.

JOHN LEWIS.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 14th day of October, 1863, paid the amount thereof.

W. G. COFFIN.

Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 13. Abstract E. 4th qr., 1863. John Lewis, $96.00.

The United States to R. B. Woodworth, Dr.

Date.		Dolls.	Cts.
1863. October 14th	For hauling supplies for the use of the destitute Southern Refugee & Cherokee Indians in the Cherokee Nation from Burlington, Kansas, to Talaquah, C. N., from the 8th day of September to the 9th day of October, 1863, both inclusive, with one team, at the rate of 3$ per day, 32 days, furnishing myself & team.	96	00

Received at Burlington, Kansas, October 14th, 1863, of W. G. Coffin, superintendent of Indian affairs, ninety-six dollars, in full of the above account.

$96.00.

R. B. WOODWORTH.

(Triplicates.)

I certify on honor that the above accoun tis correct and just, and that I have actually, this 14th day of October, 1863, paid the amount thereof.

W. G. COFFIN,

Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 14. Abstract E. 4th qr., 1863. R. B. Woodworth, $96.00.

The United States to D. McDonald, Dr.

Date.		Dolls.	Cts
1863. October 12th	For hauling supplies for the use of the destitute Refugee Indians in the Cherokee Nation from Leroy, Coffey Co., Kansas, to Talaquah, C. N., from the 7th day of September to the 8th day of October, 1863, both inclusive, with one team, 32 days, at the rate of 3$ per day, furnishing myself & team.	96	00

Received at Le Roy, Coffey Co., Kansas, October 12th, 1863, of W. G. Coffin, superintendent of Indian affairs, ninety-six dollars, in full of the above account.

$96.00.

D. McDONALD, his x mark.

Attest: EDWARD CLIMER.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 12th day of October, 1863, paid the amount thereof.

W. G. COFFIN,

Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 15. Abstract E. 4th qr., 1863. D. McDonald. $96.00.

The United States to Joseph Miller, Dr.

Date.		Dolls.	Cts.
1863. October 12th	For hauling supplies for the use of the destitute Refugee Indians in the Cherokee Nation from Leroy, Coffey Co., Kansas, to Talaquah, C. N., from the 7th day of September to the 8th day of October, 1863, both inclusive, with one team, 32 days, at the rate of 3$ per day, furnishing myself & team.	96	00

Received at Le Roy, Coffey Co., Kansas, October 12th, 1863, of W. G. Coffin, superintendent of Indian affairs, ninety-six dollars, in full of the above account.

$96.00.

JOSEPH MILLER, his x mark.

Attest: EDWARD CLIMER.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 12th day of October, 1863, paid the amount thereof.

W. G. COFFIN,

Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 16. Abstract E. 4th qr., 1863. Joseph Miller. $96.00.

The United States to Pusey Graves, Dr.

Date.		Dolls.	Cts.
1863. October 12th	For hauling supplies for the use of the destitute Refugee Indians in the Cherokee Nation from Leroy, Coffey Co., Kansas, to Talaquah, C. N., from the 7th day of September to the 8th day of October, 1863, both inclusive, with one team, 32 days, at the rate of 3$ per day, furnishing myself & team.	96	00

Received at Le Roy, Coffey Co., Kansas, October 12th, 1863, of W. G. Coffin, superintendent of Indian affairs, ninety-six dollars, in full of the above account.
$96.00.

PUSEY GRAVES.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 12th day of October, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 17. Abstract E. 4th qr., 1863. Pusey Graves. $96.00.

The United States to F. S. Hawkins.

Date.		Dolls.	Cts.
1863. October 12th	For hauling supplies for the use of the destitute refugee Indians in the Cherokee Nation from Leroy, Coffey Co., Kansas, to Talaquah, C. N., from the 7th day of September to the 8th day of October, 1863, both inclusive, with one team, 32 days, at the rate of 3$ per day, furnishing myself & team.	96	00

Received at Le Roy, Coffey Co., Kansas, October 12th, 1863, of W. G. Coffin, superintendent of Indian affairs, ninety-six dollars, in full of the above account.
$96.00.

F. S. HAWKINS.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 12th day of October, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 18. Abstract E. 4th qr., 1863. F. S. Hawkins. $96.00.

The United States to James Moore, Dr.

Date.		Dolls.	Cts.
1863. October 12th	For hauling supplies for the use of the destitute refugee Indians in the Cherokee Nation from Leroy, Coffey Co., Kansas, to Talaquah, C. N., from the 9th day of September, 1863, to the 8th day of October, 1863, both inclusive, with one team, 30 days, at the rate of 3$ per day, furnishing myself & team.	90	00

Received at Le Roy, Coffey Co., Kansas, October 12th, 1863, of W. G. Coffin, superintendent of Indian affairs, ninety dollars, in full of the above account.
$90.00.

JAMES MORE, his x mark.

Attest: EDWARD CLIMER.
(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 12th day of October, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 19. Abstract E. 4th qr., 1863. James Moore. $90.00.

The United States to J. F. White, Dr.

Date.		Dolls.	Cts.
1863. October 12th	For hauling supplies for the use of the destitute refugee Indians in the Cherokee Nation from Leroy, Coffey Co., Kansas, to Talaquah, C. N., from the 9th day of September, 1863, to the 8th day of October, 1863, both inclusive, with one team, 30 days, at the rate of 3$ per day, furnishing myself & team.	90	00

Received at Le Roy, Coffey Co., Kansas, October 12th, 1863, of W. G. Coffin, superintendent of Indian affairs, ninety dollars, in full of the above account.
$90.00.

J. F. WHITE.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 12th day of October, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 20. Abstract E. 4th qr., 1863. J. F. White. $90.00.

The United States to L. P. Heddens, Dr.

Date.		Dolls.	Cts.
1863. October 12th	For hauling supplies for the use of the destitute refugee Indians in the Cherokee Nation from Leroy, Coffey Co., Kansas, to Talaquah, C. N., from the 9th day of September, 1863, to the 8th day of October, 1863, both inclusive, with one team, 30 days, at the rate of 3$ per day, furnishing myself & team.	90	00

Received at Le Roy, Coffey Co., Kansas, October 12th, 1863, of W. G. Coffin, superintendent of Indian affairs, ninety dollars, in full of the above account.
$90.00.

L. P. HEDDENS.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 12th day of October, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 21. Abstract E. 4th qr., 1863. L. P. Heddens. $90.00.

The United States to Thomas C. Stevens & Co., Dr.

Date.		Dolls.	Cts.
1863. December 31	For rent of commissary storehouse furnished to W. G. Coffin, supt. Ind'n aff'rs, at the Sac and Fox Agency, Kansas, from the 1st day of July to the 31st day of December, 1863, both inclusive, at the rate of 15$ per month, 6 months.	90	00

Received at Leavenworth, Kansas, December 31st, 1863, of W. G. Coffin, superintendent of Indian affairs, ninety dollars, in full of the above account.

$90.00.

THOMAS C. STEVENS & CO.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this thirty-first day of December, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 22. Abstract E. 4th qr., 1863. Thomas C. Stevens & Co. $90.00.

The United States to S. N. Wood, Dr.

Date.		Dolls.	Cts.
1863. November 14	For advertising "Proposals for Indian supplies" in the Weekly Council Grove Press from the 20th day of September to the 14th day of October, 1863, 3½ weeks, at 4$ per week.	14	00

Received at Leavenworth, Kansas, November 17th, 1863, of W. G. Coffin, superintendent of Indian affairs, fourteen dollars, in full of the above account.

$14.00.

S. N. WOOD,
Pub. Press.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 17th day of November, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 23. Abstract E. 4th qr., 1863. S. N. Wood. $14.00.

The United States to R. E. Watson & Co., Dr.

Date.		Dolls.	Cts.
1863. November 2nd	For furnishing for office use of W. G. Coffin, supt. Indian affairs, the following articles, viz:		
	10 gallons coal oil & can for	11	20
	1 coal oil lamp & fixtures for	5	45
	1 dozen lamp wicks		25
		16	90

Received at Leavenworth, Kansas, November 2nd, 1863, of W. G. Coffin, superintendent of Indian affairs, sixteen and $\frac{90}{100}$ dollars, in full of the above account.

$16.90.

R. E. WATSON & CO.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 2nd day of November, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 24. Abstract E. 4th qr., 1863. R. E. Watson. $16.90.

The United States to Robinson & Veteto, Dr.

1862. Dec. 8th.	To 1 oz. sul. quinine	3 75
	" 3 " Turkey rhei	1 00
	" 4 " capsicum	20
	" 4 " gum myrrh	20
	" 4 " " camphor	1 00
	" 4 " tinct. opii	50
	" 4 " calomel	40
	" 1 " tannan	35
	" 2 " spicaunnahh	50
	" 3 lbs. E. salts	35
	" ½ " squills	20
	" " " senega	50
	" 2 lbs. alum	20
	" ¼ " ac. lead	20
	" 1 gal. alcohol	1 00
	" 4 bottles, pt., qt., and ½ gal	60
	" 1 lb. spts. turpentine	65
	" " " aqua ammonia and bot. 10	50
	" " " Cast. soap	25
	" 2 " sulphur	25
	" ½ gross 1 oz. vials	1 50
	" " " 2 " "	1 75
	" 1 lbs. qr. opii cam. and bot. 10	1 35
	" 1 lb. nit. duler's	40
	" " " qr. guiac & bot. 10	60
	" 2 gross vial corks	60
	" 2 oz. sul. zick.	10
	To 1 lb. balsam copabia and bot. 10	1 10
	" " " tr. cubebs & bot.	75
	" 2 qt. tr. bottles	50
	" 3 pt. and 1 half pt. tr. bottle	80
	" 2 lb. castor oil	75
		$22 80

Rec'd payment.

ROBINSON & VETETO.

Received at Leroy, Coffey Co., Kansas, December 28, 1862, of W. G. Coffin, supt. Indian affairs, the within named articles of medicines for the use of the sick Southern Refugee Indians in Kansas.

A. VENARD, M. D.,
Attending Physician.

The United States to Robinson & Veteto, Dr.

Date.		Dolls.	Cts.
1862. December 28	For furnishing W. G. Coffin, supt. Indian affairs, bill of medicines, as per invoice herewith annexed.	22	80

Received at Leavenworth, Kansas, October 4th, 1863, of W. G. Coffin, superintendent of Indian affairs, twenty-two and $\frac{80}{100}$ dollars, in full of the above account.

$22.80.

ROBINSON & VETETO.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 4th day of October, 1863, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 25. Abstract E. 4th qr., 1863. Robinson & Veteto, $22.80.

APPROPRIATION.

Fulfg. treaties with Creeks, annuities	$14,000 00
Do. do. with Choctaws, interest	14,000 00
Do. do. with Seminoles, interest on $250,000	14,000 00
Coloniz'g, support'g, &c., the Wichitas & other affl. band	16,525 95
Ind. serv. in the dist. of country leased from Choctaws	14,000 00
	$72,525 95

TREASURY DEPARTMENT,
SECOND AUDITOR'S OFFICE,
November 4, 1863.

I certify that there is due from the United States to Cronin, Hurxthal & Sears, claimants, the sum of seventy-two thousand five hundred and twenty-five $\frac{95}{100}$ dollars, being the amt. of their account for Indian goods furnished the United States, November 2d, 1863, as per invoice herewith dated 31 Oct., 1863. To be paid to Cronin, Hurxthal & Sears, claimants, at 118 & 120 Duane street, New York, as appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

E. B. FRENCH,
Second Auditor.

To the SECOND COMPTROLLER OF THE TREASURY.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above this 4th day of November, 1863.

J. M. BRODHEAD,
Second Comptroller.

[John B. Cronin, Ben. Hurxthal, J. Newton Sears, 118 & 120 Duane street, bet. Broadway and Church.]

NEW YORK, *October* 31*st*, 1863.

The United States, for Southern Refugee Indians, bought of Cronin, Hurxthal & Sears, importers and jobbers of staple dry goods. No allowance for goods abstracted from cases unless insured to destination.

(Original.)

1,501	pair 8-pound white blankets, 9.00	13,509 00
.801	" 7 " do. do., 8.25	6,608 25
501	" white do., 7.50	3,757 50
249	" scarlet do., 9.50	2,365 50
250	" blue do., 9.00	2,250 00
2,988¾	yards gray mixt satinetts, 85	2,540 44
2,950	" brown do. jeans, 65	1,921 40
35,742½	" plain linseys, 40	14,297 00
2,463	" hickory shirtings, 35	862 05
8,239	" unblea. domestic sheeting, 35	2,883 65
30,873½	" calico, 22½	6,946 54
1,251¾	" blue drilling, 37½	469 40
2,439½	" brown do., 40	975 80
3,747	" checks, stripes, & plaids, 35	1,311 45
49	pounds colored cotton thread, 1.50	73 50
50	" white do. do., 1.50	75 00
73	" black linen do., 1.60	116 80
201	dozen Coates spool cotton, 95	190 95
20	ggrs. agate buttons, 40	8 00
15	" brace do., 1.00	15 00
61	M needles, 1.25	76 25
75	packs pins, 55	41 25
652	¾ wool shawls, 1.75	1,141 00
509	large do., 2.50	1,272 50
2,001	pairs men's brogans, 1.75	3,501 75
2,021	" women's do., 1.20	2,425 20
2,022	" children's do., 90	1,819 80
85⅓	dozen pairs woolen stockings, 4.50	384 00
132	pairs wrappers, 4.00	528 00
	Cases & strappings	158 97
		$72,525 95

Correct.

J. W. C.

TREASURY DEPT., 2D AUD'R'S OFFICE, 4*th Novem.*, 1863.

J. W. BROWN.

I hereby certify that I have inspected and received the goods embraced in the foregoing invoice, and that Messrs. Cronin, Hurxthal & Sears are entitled to the payment of seventy-two thousand five hundred and twenty-five $\frac{95}{100}$ dollars.

($72,525.95.)

J. B. GORDON,
U. S. Special Agent.

NEW YORK, *Nov. 2d*, 1863.

DR. *William G. Coffin, late sup't, &c., bond Aug. 11, 1862, in a/c with the United States.* CR

		Trust fund—interest due.					
		Senecas & Shawnees.	Cherokee schools, 1819.	Choctaw orphan lands.	Choctaw schools.	Provisions for Indians.	Total.
1865. Jan'y 31	To balance		96 90	15,000	11,445 44		26,542 34
1864. Aug. 11	" Req. No. 6943		1,057 42		9,695 59		10,753 01
1865. Jan'y 14	" " No. 7176			892 44			892 44
20	" " No. 7191				6,784 71		6,784 71
31	" " No. 7199	1,192 63					1,192 63
March 14	" " No. 7256		3,515				3,515
Ap'l 14	" " No. 7328				5,130	6,000	11,130
		1,192 63	4,669 32	15,892 44	33,055 74	6,000	60,810 13

		Trust fund—interest due.					
		Senecas & Shawnees.	Cherokee schools, 1819.	Choctaw orphan lands.	Choctaw schools.	Provisions for Indians.	Total.
1867. June 12	By Justin Harlan, agt., for amo. paid him in 1865.			500			500
July 5	By Elijah Sells, sup't, for amo. paid him May 19, 1865.				1,269 25	218 43	1,487 68
	By appropriation for amo. disbr'd in the year 1864, 1st & part 2d qr., 1865, viz, to 19 May.						
	Aps. & vs. filed	1,192 63	4,669 32	392 44	31,786 49	5,781 57	43,822 45
	& for amo. susp'd, now adm't'd.			15,000			15,000
		1,192 63	4,669 32	15,892 44	33,055 74	6,000	60,810 13

2D AUD'R' OFFICE, *May 1st*, 1868.

TREASURY DEPARTMENT, 2D COMPTROLLER'S OFFICE, *May 21st*, 1868.

GEO. S. ABBOT.

CHAS. W. FORREST.

DR. *William G. Coffin, late sup't. &c., bond Aug. 11th*

		Fulfilling treaties.						
		Trust fund, interest due Creek orphans.	Senecas & Shawnees.	Quapaws.	Choctaws.	Seminoles.	Creeks.	Total.
1865. Jan'y 31	To balance	1,981 93	150	.....	10,021 30	16,875 92	25,440 96	54,470 11
1864. July 21	" req. No. 6904	.....	.....	9,726 33	.....	.....	.....	9,726 33
Aug. 11	" " " 6942	.....	.....	.....	3,111 96	1,680 06	989	5,781 02
Dec. 12	" " " 7134	.....	150	.....	.....	.....	.....	150
1865. Jan'y 14	" " " 7176	7,975 68	.....	.....	1,300	.....	.....	9,275 68
20	" " " 7191	.....	7,207 44	4,921 38	.....	.....	.....	12,128 82
March 17	" " " 7262	10,327 17	.....	.....	.....	.....	.....	10,327 17
April 6	" " " 7315	14,688	.....	.....	.....	.....	.....	14,688
14	" " " 7328	13,865 83	.....	.....	.....	.....	.....	13,865 83
	Balance	.....	.....	.....	.....	25	.....	25
		48,838 61	7,507 44	14,647 71	14,433 26	18,556 23	26,429 96	130,413 21
	To balance	27 70	150	10	48 32	00 00	65 63	291 75

1862, *in ac. with the United States.* CR.

		Fulfilling treaties.						
		Trust fund, interest due Creek orphans.	Senecas & Shawnees.	Quapaws.	Choctaws.	Seminoles.	Creeks.	Total.
1865. Jan'y 19	By G. C. Snow, agt., paid him in 1864.	.....	.....	.....	.....	100	.....	100
" 24	" P. P. Elder, agt., paid him in 1864.	.....	150	.....	.....	.....	.....	150
Mar. 2	" J. Harlan, agt., paid him in 1864.	.....	.....	.....	175	.....	.....	175
July 6	" G. C. Snow, agt., paid him in 1864.	.....	.....	.....	.....	75	.....	75
" 25	" G. A. Cutler, agt., paid him in 1864 & 1865.	.....	.....	.....	.....	.....	275	275
1866. Mar. 15	" H. W. Martin, agt., paid him in 1865.	14, 688	.....	.....	.....	.....	.....	14, 688
1867. July 5	" E. Sells, supt., paid him in 1865.	3, 937 51	2, 516 76	10, 405 50	.....	1, 569 31	.....	18, 429 08
1868. Ap'l 3	By req. No. 424	.....	.....	.....	302 83	.....	.....	302 83
29	By req. No. 430	.....	.....	.....	98 49	.....	.....	98 49
	By G. C. Snow, agt., bond, March 21, 1865, for amo. paid him May 10, 1865.	.....	.....	1, 000	.....	.....	.....	1, 000
	By appropri't'n for amount disb'r'd in the year 1864 & 1st & part 2d qr., 1865; acs. & vs. filed.	30, 163 02	4, 690 68	3, 242 11	13, 733 77	16, 780 56	26, 087 33	94, 699 47
	& for amo. susp'd, now admitted.	.....	.....	.....	74 85	31 36	.....	106 21
	& for tax paid pr. cert'f.	22 38	.....	.....	.....	.....	.....	22 38
	Balance	27 70	150	10	48 32	.....	65 63	291 75
		48, 838 61	7, 507 44	14, 647 71	14, 433 26	18, 556 23	26, 429 96	130, 413 21
	By balance	.....	.....	.....	.....	25	.....	25

2D AUD. OFFICE, *May* 1*st*, 1868.

CHAS. W. FORREST.

TREASURY DEPARTMENT,
SECOND COMPTROLLER'S OFFICE,
May 21, 1868.

GEO. S. ABBOT.

DR. *William G. Coffin, late supt., &c., bond Aug. 11, 1862, in a/c with the United States.* CR.

		Trust fund—int. due.			Fulf. treaties.		
		Choctaws' gen'l fund.	Senecas.	Choctaws in convention with Chickasaws.	Cherokee school lands.	Creeks' lands.	Total.
1864.							
Aug. 11	To req. No. 6943	.....	.....	158 37	.....	.....	158 37
Oct. 1	" " No. 7034	.....	.....	.....	10, 000	.....	10, 000
1865.							
Jay. 14	" " No. 7176	.....	.....	.....	.....	63 78	63 78
31	" " No. 7199	.....	750	76 74	758 04	.....	1, 584 78
Mch. 17	" " No. 7262	100, 000	.....	.....	.....	.....	100, 000
Apl. 14	" " No. 7328	10, 642	.....	.....	.....	.....	10, 642
	Balance	235 11	.....	.....	.....	.....	235 11
		110, 877 11	750	235 11	10, 758 04	63 78	122, 684 04
	To balance	.....	.....	235 11	.....	.....	235 11

		Trust fund—int. due.			Fulf. treaty.		
		Choctaws' gen'l fund.	Senecas.	Choctaws in convention with Chickasaws.	Cherokee school lands.	Creek lands.	Total.
1867.							
Apl. 23	By Justin Harlan, agt., for amo. paid him Dec. 6, 1864.	.....	.....	.....	10, 000	.....	10, 000
July 5	" Elijah Sells, supt., for amo. paid him May 19, 1866.	10, 642	289 20	.....	87	.....	10, 932 07
" 17	" P. P. Elder, agt., for amo. paid him in 1864 & 1865.	.....	460 80	.....	.....	.....	460 80
	By appropriation for amo. disb'd in the year 1864, and 1st & part 2d qr., 1865, acs and vouchers filed.	100, 235 11	.....	.....	757 17	63 78	101, 056 06
	Balance	.....	.....	235 11	.....	.....	235 11
		110, 877 11	750	235 11	10, 758 04	63 78	122, 684 04
	By balance	235 11	.....	.....	.....	.....	235 11

2D AUD. OFFICE, *May 1st*, 1868.

TREASURY DEPARTMENT, 2D COMPTROLLER'S OFFICE, *May* 21, 1868.

CHAS. W. FORREST.

GEO. S. ABBOT.

DR. *Wm. G. Coffin, late supt., &c, bond Aug. 11, 1862, in ac. with the United States.* CR.

		Trust fund, interest due Cherokees national fund.	Collecting, &c., Southern Comanches, Wichitas, &c., &c., &c.	District of country leased from Choctaws.	Colonizing, supporting, &c., Wichitas, &c.	Total.
1865. Jany. 31	To balance	3,497 88	2,362 96	10,567 54	12,047 34	28,475 72
1864. July 20	" req. No. 6893				5,013	5,013
Aug. 11	" " No. 6942			5,825	6,379 94	12,204 94
	" " No. 6943	38 75				38 75
1865. Jany. 31	" " No. 7179	11,612 41				11,612 41
Mar. 17	" " No. 7262	50,000				50,000
27	" " No. 7278.	15,300				15,300
	To appropriation for sale of public property.	10			65	75
	Balance			2 24	61 50	63 74
		80,459 04	2,362 96	16,394 78	23,566 78	122,783 56

		Trust fund, interest due Cherokees' national fund.	Collecting, &c., Southern Comanches & Wichitas, &c.	District of country leased from Choctaws.	Colonizing, supporting, &c., Wichitas, &c.	Total.
1865. Jany. 19	By G. C. Snow, agent, paid him in 1864.				75	75
20	By Isaac Colman, agt., paid him in 1864.				75	75
21	By E. H. Carruth, agt., paid him in 1864.				75	75
24	By P. P. Elder, agt., paid him in 1864,				150	150
July 5	By Isaac Colman, agt., paid him in 1864 & 1865.				365	365
6	By Geo. C. Snow, agt., paid him in 1864 & 1865.				218	218
17	By P. P. Elder, agt., paid him in 1864 & 1865.				600	600
25	By G. A. Cutler, agt., paid him in 1864 & 1865.				530	530
1867. July 5	By Elijah Sells, supt., paid him May 19, 1865.				344 78	344 78
1868. Mar. 13	By Milo Gerkins, agt., paid him March 30, 1865.				100	100
	By appropriation:					
	For disb'rs for the year 1864, & 1st & part 2d qr. '65, viz, to 19 May, acs. & vs. filed.	79,740 29	2,362 96	14,203 83	20,933 14	117,240 22
	For amo. susp'd, now adm'td.	718 75		2,190 95		2,909 70
	For tax per certf.				100 86	100 86
		80,459 04	2,362 96	16,394 78	23,566 78	122,783 56
	By balance			2 24	61 50	63 74

2D AUD. OFFICE, *May* 1, 1868.
TREASURY DEPARTMENT, 2D COMPTROLLER'S OFFICE *May* 21, 1868.

CHAS. W. FORREST.
GEO. S. ABBOT.

DR. *W. G. Coffin, late supt., bond Aug. 11th, 1862, in ac. with the United States.* CR.

		To aid Indian refugees to return to their homes, &c., &c.	Payment, &c., &c., to—				Total.
			Choctaw Nation.	Balance due Creek Nation losses in war with Great Britain.	Interest on awards to Choctaw claimants.	Principal awarded to Choct. Nation.	
1865. Jany. 31	To balance	157,000					157,000
1864. July 23	" req. No. 6909	53,000					53,000
1865. Jany. 14	" " No. 7176			384	20,644 88	1,000	22,028 88
" 20	" " No. 7191	12,725 50					12,725 50
Mch. 17	" " No. 7262		210,706 14				210,706 14
		222,725 50	210,706 14	384	20,644 88	1,000	455,460 52

	To aid the Indian refugees to return to their homes, &c.	Payment, &c., &c., to—				Total.
		Choctaw Nation, &c.	Balance due Creek Nation losses in war with Great Britain.	Interest on awards to Choctaw claimants.	Principal awarded to Choctaw claimants.	
By appropriation for amo. disb'd in the year 1864, & 1st qr. 1865, & part 2d qr., viz., to May 19th, acs. & vs. filed	222,725 50	210,706 14	384	20,644 88	1,000	455,460 52
	222,725 50	210,706 14	384	20,644 88	1,000	455,460 52

2D AUD. OFFICE, *May 1st*, 1868.

TREASURY DEPARTMENT, 2D COMPTROLLER'S OFFICE, *May* 21, 1868.

CHAS. W. FORREST.

GEO. S. ABBOT.

DR. *William G. Coffin, late supt., bond Aug. 11th, 1862, in ac. with the United States.* CR.

		Senecas.	Chickasaws.	Osages.	Carry into effect Choctaw treaty, reappropriated.	Carry into effect Choctaw treaty, lands relinq'd.	Total.			Senecas.	Chickasaws.	Osages.	Carry into effect Choctaw treaty reappropriated.	Carry into effect Choctaw treaty, lands relinq'd.	Total.
1865. Jan'y 31	To balance	.....	2, 557 36	25, 329 01	.....	.....	27, 886 37	1867. July 5	By Elijah Sells, supt., paid him May 19, '65.	4, 698 58	.....	.....	.....	.....	4, 698 58
1864. Oct. 1	" req. No. 7032	5, 748 58	.....	.....	.....	.....	5, 748 58		By appropriation, for amo. disb'd in the year 1864 & 1st & part 2d qr. 1865, viz, to May 19, acs. & vs. filed.	1, 200	2, 557 36	25, 329 01	95 83	826 26	30, 008 46
1865. Jan'y 14	" req. No. 7176	.....	.....	.....	95 83	826 26	922 09								
31	" " 7	.....	.....	.....	.....	.....	.....								
March 14	" req. No. 7256	150	.....	.....	.....	.....	150								
		5, 898 58	2, 557 36	25, 329 01	95 83	826 26	34, 707 04			5, 898 58	2, 557 36	25, 329 01	95 83	826 26	34, 707 04

2D AUD. OFFICE, *May 1st*, 1868.

TREASURY DEPARTMENT, 2D COMPTROLLER'S OFFICE, *May* 21, 1868.

CH. W. FORREST.

GEO. S. ABBOT.

No. 6537.

TREASURY DEPARTMENT,
SECOND AUDITOR'S OFFICE, *May* 1*st*, 1868.

I certify that I have examined and adjusted the account of William G. Coffin, late supt. Ind. affairs, bond August 11th, 1862, and find that he stands charged as follows, viz:

1865. Jany. 31.	To balance on settlement	$303,741 91
1864. July 20.	" Req. No. 6893	8,463
21.	" " 6904	9,726 33
23.	" " 6909	53,000
Aug. 11.	" " 6942	18,085 96
"	" " 6943	10,950 13
Oct. 1.	" " 7032	5,748 58
"	" " 7034	10,000
Dec. 12.	" " 7134	3,725
1865. Jany. 14.	" " 7176	33,182 87
20.	" " 7191	31,639 03
31.	" " 7199	14,389 82
March 14.	" " 7256	7,265
17.	" " 7262	371,033 31
27.	" " 7278	15,300
Apr. 6.	" " 7315	14,688
14.	" " 7328	35,637 83
Jany. 19.	" G. A. Cutler, amo. rec'd from him Mar. 29, 1864	6 75
"	" G. C. Snow, " " " 21, "	6 75
20.	" Isaac Colman, " " " 31, "	6 75
21.	" E. H. Carruth, " " " 21, "	6 75
24.	" P. P. Elder, " " " 29, "	15 70
July 17.	" Same, " " June 30, "	6 75
	To his debit on the books	$946,626 22

That he stands credited, viz:

1865. Mar. 2.	By Justin Harlan, agt., for amo. paid him in 1864	$986 50	
1866. Apl. 23.	" Justin Harlan, agt., for amo. paid him in 1864 & 1865	$11,809 50	
1867. June 12.	By Justin Harlan, agt., for amo. paid him in 1864 & 1865	500	
1865. Jany. 24.	By P. P. Elder, agt., for amo. paid him in 1864	725	
July 17.	By P. P. Elder, agt., for amo. paid him in 1864	3,527 05	
Jany. 20.	By Isaac Colman, agt., for amo. paid him in 1864	550	
July 5.	By Isaac Colman, agt., for amo. paid him, 1864	1,856 25	
Jany. 19.	By G. A. Cutler, agt., for amo. paid him, 1864	525	
July 25.	By G. A. Cutler, agt., for amo. paid him in 1864 & 1865	2,221 25	
Jany. 19.	By Geo. C. Snow, agt., for amo. paid him	650	
July 6.	By Geo. C. Snow, agt., for amo. paid him in 1864 & 1865	2,152 90	
Jany. 21.	E. H. Carruth, agt., for amo. paid him in 1864	550	
1866. March 18.	By H. W. Martin, agt., for amo. paid him in 1866	14,688	
1867. July 5.	By Elijah Sells, supt., for amo. paid him May 19, 1865	36,736 58	
1868. Apl. 3.	By Req. No. 424	302 83	
" 29.	" " No. 430	98 49	
			77,878 95
	Balance agt. him on the books		$868,747 27
	That he is chargeable to appropriations for sale of public property		153 95
	Making to his debit		$868,901 22

	That he is entitled to credit:		
	By Geo. C. Snow, agt., bond for amo. paid him May 10, 1865	1,000	
1868. March 13.	By Milo Gookins, agt., for amo. paid him in 1864 & 1865	1,164 92	
	By G. A. Cutler, agt., for amo. paid him June 30, 1864	368 25	
	By Isaac Colman, agt., for amo. paid him June 30, 1864	368 25	
	By appropriation—		
	for amo. disbr'd in the year 1864, & 1st & part 2d qr., 1865, viz, to 19 May, with his salary for same time, less 5-p' ct. tax	846,745 86	
	for amo. susp'd, now admitted	18,549 24	
	for tax on salaries	549 47	
			868,745 99
	Balance due United States		$155 23
	Remo. & subs. of Seminoles		$3 72
	Trust-fund interest due Choctaws in convention with Chickasaws		235 11
	Trust-fund int. due Creek orphans		27 70
	Fulf. treaty with Senecas and Shawnees		150
	" " Quapaws		10
	" " Choctaws		48 32
	" " Creeks		65 63
	Due U. States		$530 58
	Due him, fulf. treaty with Seminoles	25	
	Trust-fund int. due Choctaws, genl. fund	235 11	
	Pay supt. & Ind. agents	1 25	
	Contingencies, Ind. dept	75	
	Ind. service in dist. of country leased from Choctaws	2 24	
	Colonizing, supporting, &c., Wichitas, &c	61 50	
			375 35
	Bal. due U. S., as above		$155 23

As appears from the statement and vouchers transmitted herewith for the decision of the Second Comptroller of the Treasury thereon.

E. B. FRENCH,
Second Auditor.

To the SECOND COMPTROLLER OF THE TREASURY.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the foregoing this twenty-first day of May, 1868.

J. M. BRODHEAD,
Comptroller.

TRIBE, CHOCTAWS.

Abstract of disbursements made by W. G. Coffin, superintendent, &c., in the quarter ending March 31st, 1864, for treaty stipulations.

Date.	No. of vouch'r.	To whom paid.	For what paid.	Heads of account.			Amount.
				Trust fund interest due Choctaw school fund.	Fulfilling treaties.	Indian service in district of country leased from Choctaws.	
1864.							
January 25	1	B. C. Sanford	Medicines	38 40			38 40
March 24	2	Thomas C. Stevens, contractor	Supplies	9,338 70			9,338 70
" 31	3	" " " "	"	1,454 66			1,454 66
" "	4	John T. Cox, special agent	Services	613 49			613 49
February 15	5	Herrman Muzelius	"		96 25		96 25
" 25	6	Thomas C. Stevens, contractor	Supplies		7,808 20		7,808 20
March 24	7	" " " "	"		1,249 59		1,249 59
" 28	8	John Goodell	Wood		17 50		17 50
" 31	9	Frank L. Doncarloss	Services		150 00		150 00
February 20	10	D. L. Morse	One coffin			5 00	5 00
March 24	11	Thomas C. Stevens, contractor	Supplies			8,155 12	8,155 12
" 31	12	Samuel Coffin, porter & messenger	Services			150 00	150 00
" "	13	W. G. Coffin	Rent			60 00	60 00
" "	14	D. R. Anthony, P. M	Stamps, &c	19	27	5 79	6 25
			Amount disbursed	11,445 44	9,321 81	8,375 91	29,143 16
			On hand last quarter		21		21
			Amount received during the quarter	11,445 44	9,496 60	8,377 00	29,319 04
			Total on hand	11,445 44	9,496 81	8,377 00	29,319 25
			Balance applicable to next quarter		175 00	1 09	176 09

I certify that the above abstract is correct and true.

W. G. COFFIN,
Superintendent Indian Affairs.

The United States to B. C. Sanferd, Dr.

1863.		
April 20th.	2 bottles sulph. quini, 4.00	8 00
"	1 lb. pulv. jalap, 1.50	1 50
"	1 lb. best Turkey rhubarb	6 00
May 14.	2 qts. st. spts. nitre, 75 cts	1 50
"	2 qts. castor oil, 1.00	2 00
"	1 qt. oil turpentine, 1.00	1 00
"	1 qt. olive oil, 1.00	1 00
June 1.	2 bottles sulph. quini, 4.00	8 00
"	2 qts. comp. syrup stylupic, 1.00	2 00
"	4 ℥ iodide potassium, 50 cts	2 00
10.	1 ℥ nitrate silver, 1.00	1 00
"	2 lbs. tinct. opi. camphoreti, 75 cts	1 50
"	1 bottle salicia, 1.50	1 50
"	1 bottle sulp. morphia, 1.40	1 40
	Am't	$38 40

Received at Ohio City, Kansas, on the above dates, of W. G. Coffin, supt. Ind. affairs, the above amount of medicines for the use of the sick South Refugee Indians on the Ottawa Reservation.

D. B. SWALLOW, M. D.,
Physician to said Indians.

OHIO CITY, KANSAS, *January 25th*, 1864.

Received of W. G. Coffin, super't of Indian affairs, thirty-eight dollars forty cents, in full of the above account.
$38.40 cents.

B. C. SANFERD.

I certify on honor that the above account is correct and just, and that I have actually, this 25th day of January, 1864, paid the amount thereof.

W. G. COFFIN,
Superintendent Indian Affairs, Southern Superintendency.

I certify on honor that the within mentioned articles of medicines were used and expended for the benefit of the sick Southern Refugee Indians in charge of Agent P. P. Elder, near Ohio City, Kansas, during the second (2nd) quarter ending June 30th, 1863.

D. B. SWALLOW,
Attending Physician.

(Indorsed:) Voucher No. 1. Abstract C. 1st qr., 1864. B. C. Sanferd. $38.40.

The United States to Thomas C. Stevens, Dr.

Date.		Dollars.	Cts.
1864.	For furnishing during the months of January, February, and March, 1864, for the destitute refugee Indians at Fort Gibson, C. N., the following articles, viz:		
	302,890 pounds beef, gross weight, @ 3c	9,086	70
	600 pounds bacon, " 20c	120	00
	6 barrels salt, " 22$	132	00
		$9,338	70

Received at Leavenworth, Kansas, March 24th, 1864, of W. G. Coffin, superintendent of Indian affairs, nine thousand three hundred and thirty-eight and $\frac{70}{100}$ dollars, in full of the above account.

$9,338.70. THOMAS C. STEVENS.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 24th day of March, 1864, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 2. Abstract C. 1st qr., 1864. Thomas C. Stevens. $9,338.70.

The United States to Thomas C. Stevens, Dr.

Date.		Dollars.	Cts.
1864. March 31st	For furnishing during the month of March, 1864, at Neosho Falls, Kansas, for the use of the Southern Refugee Indians, in charge of Agent Snow, the following articles, viz:		
	26 head beeves, gross weight 25,592, @ 3½c	895	72
	68 sacks flour, " $4.65	316	20
	10 sacks corn-meal, " $2.50	25	00
	235 bushels corn, " 50c	117	50
	1 barrel 80c., sugar, 300 lbs., " 18c	54	30
	50 pounds tobacco " 65c	32	50
	112 pounds soda, " 12c	13	44
		$1,454	66

Received at Leavenworth City, Kansas, March 31st, 1864, of W. G. Coffin, superintendent of Indian affairs, fourteen hundred and fifty-four and $\frac{66}{100}$ dollars, in full of the above account.

$1,454.66. THOMAS C. STEVENS.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 31st day of March, 1864, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 3. Abstract C. 1st qr., 1864. Thomas C. Stevens. $1,454.66.

The United States to John T. Cox, Dr.

Date.		Dollars.	Cts.
1864. March 31st	For my services as special Indian agent for the Indians within the Cherokee Agency in the Southern Superintendency, commencing September 24th, 1863, and ending March 31st, 1864, viz:		
	From September 24th to September 30th, 1863, at $1,200 per annum, 7 days.	$22	83
	For the 4th quarter of 1863, @ $1,200.00 per annum	300	00
	For 1st quarter of 1864, @ " per annum	300	00
		622	83
	Less amount of war tax on $311.42, @ the rate of 3 %	9	34
		$613	49

Received at Fort Gibson, C. N, March 31st, 1864, of W. G. Coffin, superintendent of Indian affairs, six hundred & thirteen and $\frac{49}{100}$ dollars, in full of the above account.

$613.49.

JOHN T. COX,
Special Indian Agent.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 31st day of March, 1864, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 4. Abstract C. 1st qr., 1864. John T. Cox. $613.49.

The United States to Herrman Muzelius, Dr.

Date.		Dollars.	Cts.
1864. February 15th	For my services as assistant clerk in the office of supt. Indian affairs Southern Superintendency, commencing on the 1st day of January and ending on the 15th day of February, at noon, 1864, Sundays excepted, making 38½ days, at the rate of $2.50 per day.	96	25

Received at Leavenworth, Kansas, February 15th, 1864, of W. G. Coffin, superintendent of Indian affairs, ninety-six and $\frac{25}{100}$ dollars, in full of the above account.

$96.25.

HERRMAN MUZELIUS.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this fifteenth day of February, 1864, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 5. Abstract C. 1st qr., 1864. Herrman Muzelius. $96.25.

The United States to Thomas C. Stevens, Dr.

Date.		Dollars.	Cts.
1863. December 20th	For furnishing for the use of the destitute Cherokee and Refugee Seminole and Creek Indians, all within the Cherokee Agency, the following articles, viz:		
	692 sacks flour, @ $10.50	7,266	00
	1,100 pounds soda, @ 20c	220	00
	10,740 pounds beef, gross weight, at 3c	322	20
		$7,808	20

Received at Leavenworth, Kansas, February 25th, 1864, of W. G. Coffin, superintendent of Indian affairs, seven thousand eight hundred & eight and $\frac{20}{100}$ dollars, in full of the above account.

$7,808.20.

THOMAS C. STEVENS.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 25th day of February, 1864, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 6. Abstract C. 1st qr., 1864. Thomas C. Stevens. $7,808.20.

The United States to Thomas C. Stevens, Dr.

Date.		Dollars.	Cts.
1864. January 31st	For furnishing during the month of January, 1864, for the use of the Refugee Indians in charge of Peter P. Elder, agent, at and near Ohio City, Kansas, the following articles, viz:		
	16,485 pounds bacon, @ 7¼	1,195	16
	36 pounds coffee, " 38c	13	68
	130 pounds sugar " 17½	22	75
	4 sacks flour, " 4.50	18	00
		$1,249	59

Received at Leavenworth, Kansas, March 24th, 1864, of W. G. Coffin, superintendent of Indian affairs, twelve hundred and forty-nine and $\frac{59}{100}$ dollars, in full of the above account.
$1,249.59.

THOMAS C. STEVENS.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 24th day of March, 1864, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 7. Abstract C. —— qr., 186—. Thomas C. Stevens. $1,249$\frac{59}{100}$.

The United States to John Goodell, Dr.

Date.		Dolls.	Cts.
1863. November 2nd	For furnishing for office use of Doctor H. C. Ketcham, attending physician for the Southern Refugee Indians located on the Sac & Fox Reservation, Kansas, 7 cords wood (sawed & cut), at 2.50 per cord.	17	50
		$17	50

Received at the Sac & Fox Agency, Kansas, March 28th, 1864, of W. G. Coffin, superintendent of Indian affairs, seventeen and $\frac{50}{100}$ dollars, in full of the above account.
17\frac{50}{100}$.

JOHN GOODELL.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 28th day of March, 1864, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 8. Abstract C. 1st qr., 1864. John Goodell. $17.50.

The United States to Frank L. Doncarloss, Dr.

Date.		Dollars.	Cts.
1864. March 31st	For my services as assistant agent to Agent E. H. Carruth, commencing January 1st and ending March 31st, 1864, at the rate of 600$ per annum.	150	00
		$150	00

Received at Leavenworth, Kansas, March 31st, 1864, of W. G. Coffin, superintendent of Indian affairs, one hundred & fifty dollars, in full of the above account.
$150.00.

F. L. DONCARLOS.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this thirty-first day of March, 1864, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 9. Abstract C. 1st qr., 1864. Frank L. Doncarloss. $150.00.

The United States to D. L. Morse, Dr.

Feb. 20th, 1864. To one coffin..... $5 00

This coffin was for the grandson of Chief O-path-la-a-ho-lo, and the head men were very solicitous to have a good coffin made for him.

M. GOOKINS,
Sp'l Agent.

Received, Fort Gibson, C. N., Feb. 20th, 1864, of W. G. Coffin, superintendent of Indian affairs, five dollars, in full of the above account.
$5.00.

D. L. MORSE.

(Triplicate.)

I certify on honor that the above account is correct and just, and that I have actually, this 20th day of February, 1864, paid the *the* amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 10. Abstract C. 1st qr., 1864. D. L. Morse. $5.00.

The United States to Thomas C. Stevens, Dr.

Date.		Dollars.	Cts.
1864. January 31	For furnishing during the month of January, 1864, for the use of the Southern Refugee Indians at the Sac and Fox Reservation, Kansas, the following articles, viz:		
	99 head beef cattle, gross weight 150,975 lbs., @ 3½	5,284	12
	2,169 pounds coffee, " 38c	824	22
	2 bbl., 30c. ea., sugar, 541 pounds, " 17½	95	28
	24 barrels salt, " 8.50	204	00
	1,750 bushels corn, " 45c	787	50
	120 tons hay, 8$	960	00
		$8,155	12

Received at Leavenworth, Kansas, March 24th, 1864, of W. G. Coffin, superintendent of Indian affairs, eight thousand one hundred and fifty-five and $\frac{12}{100}$ dollars, in full of the above account.

$8,155.12.

THOMAS C. STEVENS.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this 24th day of March, 1864, paid the amount thereof.

W. G. COFFIN,

Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 11. Abstract C. 1st qr., 1864. Thomas C. Stevens. $8,155.12.

The United States to Samuel Coffin, Dr.

Date.		Dollars.	Cts.
1864. March 31st	For my services as porter and messenger in the office of superintendent Indian affairs, Southern Superintendency, for the quarter ending March 31st, 1864, at the rate of six hundred dollars per annum.	150	00
		$150	00

Received at Leavenworth, Kansas, March 31st, 1864, of W. G. Coffin' superintendent of Indian affairs, one hundred and fifty dollars, in full of the above account.

$150.00.

SAMUEL COFFIN.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this 31st day of March, 1864, paid the amount thereof.

W. G. COFFIN,

Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 12. Abstract C. 1st qr., 1864. Samuel Coffin. $150.00.

The United States to W. G. Coffin, Dr.

Date.		Dollars.	Cents.
1864. March 31st	For rent of offices furnished for use of the superintendent of Indian affairs, Southern Superintendency, for the 1st quarter of 1864, at the rate of 20$ per month, 3 months.	60	00

We, the undersigned citizens of Leavenworth, Kansas, do hereby certify on honor that the building occupied by W. G. Coffin, supt. Ind'n affairs, is a proper location for an office, and that the price charged by him for rent is reasonable and just and in keeping with the prices charged for rent of other buildings in that locality, and further that the building occupied by him for office use is his own.

HENRY SMITH.
JAMES BICHNELL.

Received at Leavenworth, Kansas, March 31st, 1864, of W. G. Coffin, superintendent of Indians affairs, sixty dollars, in full of the above account.

$60.00. W. G. COFFIN.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this 31st day of March, 1864, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 13. Abstract C. 1st qr., 1864. W. G. Coffin. $60.00.

The United States to D. R. Anthony, P. M., Dr.

Date.		Dollars.	Cts.
1864. March 31st	For 200 stamps, at 3c. each	6	00
	" box rent, from the 1st day of January to the 31st day of March, 1864, both inclusive, at the rate of 5$ per annum.	1	25
		$7	25

Received at Leavenworth, Kansas, March 31st, 1864, of W. G. Coffin, superintendent of Indian affairs, seven and $\frac{25}{100}$ dollars, in full of the above account.

$7.25.

D. R. ANTHONY, P. M.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this 31st day of March, 1864, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 14. Abstract C. 1st qr., 1864. D. R. Anthony, P. M. $6.25.

TRIBE, CHOCTAWS.

Abstract of disbursements made by W. G. Coffin, supt. Ind'n aff'rs, in the quarter ending December 31st, 1864, for treaty stipulations.

Date.	No. of vouch'r.	To whom paid.	For what paid.	Heads of account.				Amount.
				Trust fund, int. due general fund.	Trust fund, int. due general fund.	Fulfilling treaties; interest.	Indian service in the district of country leased.	
1864.								
October 26	1	Geo. W. Nelles	Freight, &c		865 82			865 82
November 12	2	Carney & Stevens	Drayage & storage		43 80			43 80
December 24	3	McDonald & Fuller	Storage	158 37	254 13			412 50
" 26	4	W. M. Collins	Hauling		53 13			53 13
			Amount disbursed	158 37	1,216 88			1,375 25
			On hand last quarter				1 09	1 09
			Amount received during the quarter	158 37	9,695 59	3,111 96	5,825 00	18,790 92
			Total on hand	158 37	9,695 59	3,111 96	5,826 09	18,792 01
			Balance applicable to next quarter		8,478 71	3,111 96	5,826 09	17,416 76

I certify that the above abstract is correct and true.

W. G. COFFIN,
Superintendent Indian Affairs.

The United States to Geo. W. Nelles, agt., Dr.

Date.		Dollars.	Cts.
1864. October 26th	For freight on sixty-two packages of dry goods from New York City to Leavenworth, Kansas, weighing 24,471 pounds.	865	82
		$865	32

Received at Leavenworth, Kansas, October 26th, 1864, of W. G. Coffin, superintendent of Indian affairs, eight hundred & sixty-five and $\frac{82}{100}$ dollars, in full of the above account.
$865.82.

G. W. NELLES,
Agt. H. & St. J. R. R. Co.
G. B., Jr.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 26th day of October, 1864, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 1. Abstract G. 4th qr., 1864. Geo. W. Nelles. $865.82.

The United States to Carney & Stevens, Dr.

Date.		Dollars.	Cts.
1864. November 12th	For drayage on sixty-two packages of dry goods, weighing 24,471 lbs., from the levee to our warehouse.	16	80
	For storage on said packages from the 22nd day of October to the 12th day of November, 1864.	27	00
		$43	80

Received at Leavenworth, Ks., November 12th, 1864, of W. G. Coffin, superintendent of Indian affairs, forty-three and $\frac{80}{100}$ dollars, in full of the above account.
$43.80.

CARNEY & STEVENS.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 12th day of November, 1864, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 2. Abstract G. 4th qr., 1864. Carney & Stevens. $43.80.

The United States to McDonald & Fuller, Dr.

Date.		Dollars.	Cts.
1864. December 6th	For storing at Fort Smith & Fort Gibson for W. G. Coffin, supt. Indian affrs., commencing on the 20th day of June and ending on the 6th day of December, 1864, the following goods, viz: 76,000 yrds. prints, 38,364 " brown domestic, 37,128 " jeans, 33,826¼ " Franklin stripes, 33,726½ " blue drills, a lot of shoes & notions, belonging to the Southern Refugee Indians. being 5½ months, at the rate of 75 dollars per month.	$412	50

Received at Leavenworth, Kansas, December 24th, 1864, of W. G. Coffin, superintendent of Indian affairs, four hundred & twelve and $\frac{50}{100}$ dollars, in full of the above account.

$412.50.

McDONALD & FULLER.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 24th day of December, 1864, paid the amount thereof.

W. G. COFFIN,

Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 3. Abstract G. 4th qr., 1864. McDonald & Fuller. $412.50.

The United States to W. M. Collins, Dr.

Date.		Dollars.	Cts.
1864. Dec. 26th.	For hauling from Leavenworth City to Fort Scott, Kansas, three bales of dry goods, weighing 1,518 pounds, at the rate of $3\frac{50}{100}$ dollars per 100 pounds.	53	13
	NOTE.—These goods were purchased in New York for the use of the destitute Indians in the Indian Territory, and destined for Fort Gibson, C. N.		
		53	13

Received at Leavenworth, Kansas, December 26th, 1864, of W. G. Coffin, superintendent of Indian affairs, fifty-three and $\frac{13}{100}$ dollars, in full of the above account.

$53.13.

W. M. COLLINS.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 26th day of December, 1864, paid the amount thereof.

W. G. COFFIN,

Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 4. Abstract G. 4th qr., 1864. W. M. Collins. $53.13.

TRIBE, CHOCTAWS.

Abstract of disbursments made by W. G. Coffin, sup't, & c., in the fractional second quarter ending May 19th, 1865, for treaty stipulations.

Date.	No. of vouch'r.	To whom paid.	For what paid.	Heads of account.				Amount.
				Trust fund, int. due gen'l fund.	Trust fund, int. due schools.	Indian service in the district of country leased.	Proceeds of land.	
1865. April 3	1	McDonald & Fuller	Supplies	.....	3,860 75	5 25	186 00	4,052 00
		Note.—The following amounts were transferred as per receipts accompanying account current, viz:						
May 11	N	Justin Harlan, agent	Agency expenses	.....	.....	.....	500 00	500 00
" 19	O	Elijah Sells, sup't, &c	Transferred	10,642 00	1,269 25	.....	.....	11,911 25
			Amount disbursed	10,642 00	5,130 00	5 25	686 00	16,463 25
			On hand last quarter	.....	.....	5 25	686 00	691 25
			Amount received during the quarter	10,642 00	5,130 00	.....	.....	15,772 00
			Total on hand	10,642 00	5,130 00	5 25	686 00	16,463 25
			Balance applicable to next quarter	.....	.....	.....	.....	.....

I certify that the above abstract is correct and true.

W. G. COFFIN,
Sup't Indian Affairs.

The United States to McDonald & Fuller, Dr.

Date.		Dollars.	Cts.
1865. March 31st	For furnishing at Fort Smith, Ark., during the months of January, February, & March, 1865, for the use of the refugee Choctaw Indians, in charge of Isaac Colman, U. S. Indian agent, the following articles, viz:		
	9,980 pounds beef, gross weight, at 6c	598	80
	6,000 " bacon, 25c	1,500	00
	46 sacks flour, $27.00	1,243	00
	186 pounds coffee, 80c	148	80
	324 pounds sugar, 35c	113	40
	8 barrels salt, $35.00	280	00
	112 lbs. tobacco, $1.50	168	00
		$4,052	00

Received at Leavenworth, Ks., April 3rd, 1865, of W. G. Coffin, superintendent of Indian affairs, four thousand and fifty-two dollars, in full of the above account.

$4,052.00.

McDONALD & FULLER.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 3rd day of April, 1865, paid the amount thereof.

W. G. COFFIN,

Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 1. Abstract C. 2nd qr., 1865. McDonald & Fuller. $4.052.00.

Received at Leavenworth, Kansas, May 11th, 1865, of W. G. Coffin, superintendent Indian affairs, Southern Superintendency, five hundred dollars on account of "fulfilling treaties with Choctaws" (proceeds of land), for which I am responsible to the United States Treasury.

$500.

J. HARLAN,

U. S. Indian Agent.

Abstract of disbursements made by W. G. Coffin, Sup't, &c.,

Date.	No. of voucher.	To whom paid.	For what paid.	HEADS OF ACCOUNT. Payment to the Choctaw Nat. on ⅔ of their claims under articles 11 & 12 of treaty June 22, 1855, &c.	Trust fund int. due Nat. fund.	Indian service in the district of country leased.
1865.						
March 28	1	McDonald & Fuller	Supplies	184,909 90		
" "	2	McDonald & Fuller	do	22,271 70		
" 27	3	Perry Fuller	do	3,283 30		
" "	4	J. B. Davis	Depredation	241 24	208 76	
" 28	5	McDonald & Fuller	Supplies		91,995 70	
" 27	6	Carney & Stevens	do		7,795 54	301 25
" "	7	Perry Fuller	do			3,151 44
" "	8	Carney & Stevens	Dry goods			2,260 11
February 25	9	J. E. Myrick	Hauling			109 87
" "	10	A. Peck	do			
" "	11	B. Files	do			
" "	12	J. R. West	do			
" "	13	C. W. Hadley	do			
" "	14	A. H. Lamb	Services as wagon master			
March 27	15	Carney & Stevens	Supplies			
" "	16	McDonald & Fuller	do			
February 20	17	John Baroon	Hauling			
" "	18	George Rothwell	do			
" "	19	Lawrence Brady	do			
" "	20	Thomas Leeson	do			
March 31	21	W. G. Coffin	Travelling expenses			
" "	22	John Steppney	Hauling			
		Amount disbursed		210,706 14	100,000 00	5,822 67
		On hand last quarter				5,826 09
		Amount received during the quarter		210,706 14	100,000 00	1 83
		Total on hand		210,706 14	100,000 00	5,827 92
		Balance applicable to next quarter				5 25

C. 1344.—Tribes: Choctaws. Abstract "D." Treaty stipulations, 1st quarter 1865. Southern Superintendency.

Disbursements:

Payment to the Choctaw Nation on ⅔ of their claims under articles 11 & 12 of June 1855, as modified by sec. 6, Ind. ap'n bill, app'd Mar. 3, '65	210,706 14
Trust-fund interest due Choctaws:	
General fund	100,076 74
School fund	15,263 42
Indian service in dist. of country leased from Choctaws	5,822 .67
Fulfilling treaty with Choctaws (interest, &c	3,111 96
" " " " (expenses of commissioners)	1,300 00

CHOCTAWS.

in the quarter ending March 31st, 1865, for treaty stipulations.

HEADS OF ACCOUNT.									Amount.
Interest.	Trust fund int. due schools.	Trust fund int. due under convention with Chickasaws.	Expenses of commissions.	Int. on awards to Choctaw claimants.	Payment of principal awarded to Choctaw claimants.	Carrying into effect treaties—reappropriation.	Carrying into effect treaties on a/c of lands relinquished.	Proceeds of lands.	
									184,909 90
									22,271 70
									3,283 30
									450 00
									*91,995 70
									8,096 79
									3,151 44
									2,260 11
									1,192 52
1,082 65									1,047 20
1,047 20									980 00
980 00									799 40
2 11	797 29								420 00
	420 00								210 00
	210 00								15,336 59
	13,836 13	76 74	1,300 00	123 72					21,424 98
				20,521 16	903 82				100 72
					96 18	4 54			209 91
						91 29	118 62		109 08
							108 03		102 00
							102 00		473 00
							473 00		231 00
							24 56	206 44	
3,111 96	15,263 42	76 74	1,300 00	20,644 88	1,000 00	95 83	826 26	206 44	359,054 34
									17,416 76
3,111 96	8,478 71								342,328 83
	6,784 71	76 74	1,300 00	20,644 88	1,000 00	95 83	826 26	892 44	
3,111 96	15,263 42	76 74	1,300 00	20,644 88	1,000 00	95 83	826 26	892 44	359,745 59
								686 00	691 25

*See error.

Interest on awards to Chactaws claimants	20,644 88
Payment of principal awarded to " "	1,000 00
Carrying into effect Choctaw treaty (reappropriated)	95 83
Carrying into effect Choctaw treaty, on account of lands relinquished (reappropriated)	826 26
Trust-fund interest due Choctaw Orphan Reservation (proceeds of land)	206 44
	$359,054 34

E.

I certify that the above abstract is correct and true.

W. G. COFFIN,
Superintendent Indian Affairs.

The United States to McDonald & Fuller, Dr.

Date.		Dollars.	C.
1864. December 6th	For furnishing at Fort Gibson, C. N., and Fort Smith, Ark., to W. G. Coffin, supt. Ind'n affairs, for the use of the destitute Indians, the following articles, viz:		
	11,315½ bushels corn, at 12$	135,786	00
	912 sacks flour, " 27$	24,624	00
	1,148 pounds tobacco, " 1.50	1,722	00
	51,800 pounds beef, gross, " 6c	3,108	00
	68 head beeves; total weight, gross, 77,150 pounds, " 6c	4,629	00
	809 y'rds prints, " 48c	388	32
	525½ " brown domestic, 85c	446	67
	14 dozen gray woolen shirts, $44	616	00
	9 " red " " "	396	00
	184½ y'rds jeans, 1.50	276	75
	382 pairs men's brogans, 2.50	955	00
	720 " women's " 2.25	1,620	00
	120 " boys' & girls' " 1.75	210	00
	10 dozen woolen coats, 72$	720	00
	200 pairs 3 pt. Mack blankets, 26$	5,200	00
	300 y'rds. blea. domestic, 70c	210	00
	300 pairs pants, 5$	1,500	00
	100 men's coats, 8$	800	00
	1,136½ y'rds twilled flannel, 1$	1,136	50
	870¼ y'rds heavy linsey, 65c	565	66
		$184,909	90

OFFICE SUPERINTENDENT INDIAN AFFAIRS,
SOUTHERN SUPERINTENDENCY,
Leavenworth, K's, December 9th, 1864.

I certify on honor that the above account is correct and just, that I have received the articles described therein, and that they will be accounted for on my property return for the fourth (4) q'arter of 1864.

W. G. COFFIN,
Superintendent Ind'n Affairs.

Received at Washington, March 28th, 1865, of W. G. Coffin, supt. Indian affairs, one hundred eighty-four thousand nine hundred and nine & $\frac{90}{100}$ dollars, in full of the within account.
$184,909.90.

McDONALD & FULLER.

(Indorsed:) M. 461. Voucher No. 1. Abstract D. 1 qr., 1865. McDonald & Fuller. $184,909.90.

The United States to McDonald & Fuller, Dr.

Date.		Dollars.	C.
1864. November 30	For furnishing at Fort Gibson, C. N., to W. G. Coffin, superintendent Indian Aff'rs, for the use of the destitute Indians, the following articles, viz:		
	300 head beeves, total weight, gross, 326,195 pounds, at 6c	19,571	70
	100 sacks flour, " 27$	2,700	00
		$22,271	70

OFFICE SUPERINTENDENT IND'N AFF'RS,
SOUTHERN SUPERINTENDENCY,
Leavenworth, K's, November 30th, 1864.

I certify on honor that the above account is correct and just; that I have received the articles described therein, and that they will be accounted for on my property return for the fourth quarter of 1864.

W. G. COFFIN,
Superintendent Ind'n Affairs.

Received at Washington, D. C., March 28th, 1865, of W. G. Coffin, supt. Indian affairs, twenty-two thousand two hundred seventy-one and $\frac{70}{100}$ dollars, in full of the above account.

$22,271.70. McDONALD & FULLER.

(Indorsed:) M, 461. Voucher No. 2. Abstract D. 1 q'r, 1865. McDonald & Fuller. $22,271.70.

The United States to Perry Fuller, Dr.

Date.		Dolls.	Cts.
1864. Sept'b'r 30th	For furnishing at Ohio City, Kansas, for the use of the destitute refugee Indians in charge of Agent Elder, during the month of September, 1864, the following articles, viz:		
	73 sacks flour, $6.85	500	05
	547 bushels corn, 1.00	547	00
	39,100 pounds beef, gross, 5¼	2,052	75
	30 pounds coffee, 55	16	50
	35 pounds sugar, 28	9	80
	15 pounds tobacco, 1.00	15	00
	1 bbl., 1.50, 47 gall. vinegar, 35	17	95
	7 barrels salt, 11.00	77	00
	For the sick refugees in charge of Doctor Sevallow:		
	42 pounds soda, 16⅔	7	00
	30 pounds pepper, 50	15	00
	5 pounds tea, 2.25	11	25
	8 pounds rice, 16⅔	1	33
	6 pounds sago, 25	1	50
	13 pounds corn starch, 28	3	25
	25 pounds dried fruit, 16⅔	4	17
	25 pounds soap, 15	3	75
		$3,283	30

NOTE.—Purchased in open market, there being no contract in force.

Received at Washigton, D. C., March 27th, 1865, of W. G. Coffin, superintendent of Indian affairs, three thousand two hundred & eighty-three and $\frac{30}{100}$ dollars, in full of the above account.

$3,283$\frac{30}{100}$. PERRY FULLER.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 27th day of March, 1865, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 3. Abstract D. 1 qr., 1865. Perry Fuller $3,283.30.

NOTE.—The within-named articles have been accounted for on property return for the 3rd quarter, 1864.

H. SMITH,
Clk. South. Supty.

The United States to J. B. Davis, Dr.

Date.		Dolls.	Cts.
1863. November 20th	For taking, without my consent, on or about the twentieth day of November, 1863, from my farm adjoining the Sac & Fox Reservation, Kansas, by the Creek and Euchee refugee Indians, now located near said farm, on the said reservation, the following articles, viz:		
	60 head hogs, @ 5$ each	300	00
	300 bushels corn, " 50c. per bush	150	00
		$450	00

I certify upon honor that I have fully investigated the within-mentioned depredation, committed by the refugee Creek & Euchee Indians, and have satisfied myself that the allegation is true; the hogs & corn to the extent charged (60 head hogs & 300 bushels corn) were taken on or about the 20th day of November, 1863, by the said Indians, and that the price of hogs & corn at the time was worth the rate charged for above.

Office supt. Indian affairs, Leavenworth, Kansas, November 20th, 1863.

W. G. COFFIN,
Superintendent Indian Affairs.

Received at Washington, D. C., March 27th, 1864, of W. G. Coffin, superintendent of Indian affairs, four hundred & fifty dollars, in full of the above account.

$450.00. J. B. DAVIS.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 27th day of March, 1865, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 4. Abstract D. 1 qr., 1865. J. B. Davis. $450.00.

The United States to McDonald & Fuller, Dr.

Date.		Amount.
1865. January 31	For furnishing at Fort Gibson, C. N., for the use of the destitute Indians belonging to the southern superintendency, the following articles, viz:	
	662,745 pounds beef, gross weight, at 6c	37,764 70
	997 sacks flour, @ 27$	26,919 00
	2,276 bushels corn, @ 12$	27,312 00
		$91,995 70

OFFICE SUPT. INDIAN AFFAIRS,
Leavenworth, Ks., February 1, 1865.

I certify on honor that the above account is correct and just; that I have received the articles named therein, and that they will be accounted for on my property return for the 1st quarter, ending March 31st, 1865.

W. G. COFFIN,
Supt. Indian Affairs.

Received at Washington, D. C., March 28, 1865, of W. G. Coffin, supt. Indian affairs, ninety-one thousand nine hundred and ninety-five and $\frac{70}{100}$ dollars, in full of the above account.

$91,995.70. McDONALD & FULLER.

(Indorsed:) Voucher No. 5. Abstract D. 1st qr., 1865. McDonald & Fuller. $91,995.70.

The United States to Carney & Stevens, Dr.

Date.			Amount.
1865. January 31	For furnishing to W. G. Coffin, Sup't Indian Affairs, for the use of the destitute Indians belonging to the Wichita Agency in charge of Agent Milo Gookins, the following artieles, viz:		
	111 sacks flour	@ 7.25 ..	804 75
	485 pounds coffee	" 52 c..	252 20
	2 barrels, 30 c. ea., sugar, 449 lbs	" 30 c..	135 30
	5 boxes tobacco, 470 lbs	" 80 c..	376 00
	2 bbls., 30 c. ea., crackers, 147 lbs	" 14 c..	21 18
	50 pairs, 2½, p't col'd blankets	" 15.50 ..	775 00
	2 pair gray wrappers of same	" 3.45 ..	6 90
	50 pairs, 2½, p't white blankets	" 15.50 ..	775 00
	2 " wrappers for same	" 3.50 ..	7 00
	51 " 3, p't blue Mac. blankets	" 21.00 ..	1,071 00
	2 " wrappers for same	" 4.25 ..	8 50
	50 " 2, p't ass. col. Mac. blankets	" 12.00 ..	600 00
	2 " wrappers for same	" 4.00 ..	8 00
	65 p's prints, 2,782½ y'rds	36 c..	1,001 70
	7 " denims, 398½ "	50 c..	199 25
	8 " Persian delaines, 300¼ y'rds	46 c..	138 12
	12 " pants goods, 412½ "	90 c..	371 25
	21¾ y'rds list blue cloth	3.25 ..	70 68
	10 p's bro. ¾ domestic, 408¼ y'rds	50 c..	204 12
	5 packs patent pins	1.00 ..	5 00
	6 pounds skein cotton	1.50 ..	9 00
	5 " black linen thread	2.50 ..	12 50
	1 g. gross agate buttons		5 00
	1 " " brace do		5 00
January 31	For 1 M Sharp's needles, $\frac{5}{10}$		2 50
	5 p's f'cy silk h'dk'fs	7.00 ..	35 00
	5 dozen " cotton do.	7.00 ..	35 00
	2 " oil do.	5.00 ..	10 00
	4 " w'm's wool hose	6.00 ..	24 00
	6 " men's " "	4.00 ..	24 00
	1 " gray wool over shirts, for		33 00
	1 " f'cy " " " "		25 00
	2 " men's black wool hats "	14.00 ..	28 00
	2 " butcher knives "	9.00 ..	18 00
	1 " ½ axes (handled), for		20 00
	532¾ y'ds cotton stripes	47 c..	250 39
	611½ " plaid linseys	50 c..	305 75
	207 pairs w'm's shoes, for	1.50 ..	310 50
	25 " " do. "	2.00 ..	50 00
	24 " men's do. "	2.30 ..	55 20
	4 cases to pack goods		8 00
			$8,096 79

I certify on honor that the within account is correct & just; that I have received the articles named therein, and that they will be accounted for on my property return for the 1st qr., ending March 31st, 1865.

W. G. COFFIN,
Supt. Indian Affairs.

Received at Washington, D. C., March 27, 1865, of W. G. Coffin, sup. Indian affairs, eight thousand ninety-six and $\frac{79}{100}$ dollars, in full of the above account.

$8,096$\frac{79}{100}$. CARNEY & STEVENS.

(Indorsed:) Voucher No. 6. Abstract D. 1 qr., 1865. Carney & Stevens. $8,096$\frac{79}{100}$.

The United States to Perry Fuller, Dr.

Date.			Dolls.	Cts
1864. August 31	For furnishing at Ohio City, Kansas, for the use of the refugee Indians in charge of Agent Peter P. Elder, during the month of August, 1864, the following articles, viz:			
	70 sacks flour	@ $6.85	479	50
	545 bushels corn	" 1.00	545	00
	37,400 pounds beef, gross	" 5¼	1,963	50
	30 pounds coffee	" 55	16	50
	30 pounds sugar	" 28	8	40
	1 bbl., 1.50, 47 gall. vinegar	" 35	17	95
	6 barrels salt	" 11.00	66	00
	For the sick refugees in charge of Dr. Swallow:			
	40 pounds soda	" 16⅔	6	67
	32 pounds pepper	" 50	16	00
	13 pounds sago	" 25	3	25
	20 pounds corn starch	" 25	5	00
	6 pounds tea	2.25	13	50
	18 pounds rice	16⅔	3	00
	25 pounds dried fruit	16⅔	4	17
	20 pounds soap	15	3	00
			$3,151	44

NOTE.—Purchased in open market, there being no contract in force.

Received at Washington, D. C., March 27th, 1865, of W. G. Coffin, superintendent of Indian affairs, three thousand one hundred & fifty-one and $\frac{44}{100}$ dollars, in full of the above account.
$3,151.44.

PERRY FULLER.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 27th day of March, 1865, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 7. Abstract D. 1 qr., 1865. Perry Fuller. $3,151.44.

NOTE.—The within-named articles have been accounted for on my property return for the 3rd qr., 1864.

H. SMITH,
Clk. South. Suptcy.

The United States to Carney & Stevens, Dr.

For furnishing to W. G. Coffin, superintendent Indian affairs, Southern Superintendency, for the use of the Seminole refugee Indians, the following articles, viz:

Date.			Dollars.	C.
November 17	624¼ y'rds dinims,	@ 50c	312	12
	510½ " prints,	" 40c	204	20
	200¼ " do.	" 45	126	11
	152 " cotton plaid,	" 50	76	00
	336 " gingham,	" 45	151	20
	27½ " satinett,	" 1.25	34	37
	33¼ " printed satinett,	" 70	23	27
	40 " Valley Mills "	" 65	26	00
	98 " Union cassimeres,	" 73	71	54
	197½ " linseys,	" 42	82	95
	900 " brown domestic,	" 55	495	00
	30 wool jackets,	" 3.00	90	00
	3 dozen w'm's wool hose,	" 7.00	21	00
	6 " misses' " "	" 4.75	28	50

The United States to Carney & Stevens, Dr.—Continued.

Date.		Dollars.	C.
	5 " men's " " " 5.50	27	50
	6 " " " " " 4.00	24	00
	12 " Milematic spools, " 1.65	19	80
	4 pounds linen thread, " 2.50	10	00
	5 " skein cotton, " 1.40	7	00
	12 gro. agate buttons, " 35	4	20
	3 " hooks & eyes, " 50	1	50
	6 " pants buttons, " 30	1	80
	2 dozen cotton h'd'k'fs, " 3.75	7	50
	2 " " " " 4.15	8	30
	120 pairs women's shoes, " 1.70	204	00
	10 pairs women's shoes. " 1.62	16	25
	18 " " " " 2.00	36	00
	24 " " " " 2.25	54	00
	24 " youths' " " 1.54⅙	37	00
	12 " " " " 1.37½	16	50
	12 " boys' " " 1.54½	18	50
	12 " " " " 2.00	24	00
		$2,260	11

OFFICE SUPERINTENDENT IND'N AFFAIRS,
SOUTHERN SUPERINTENDENCY,
Leavenworth, Ks., December 31st, 1864.

I certify on honor that the above account is correct and just; that I have received the articles mentioned therein, and that they will be accounted for in my property return for the fourth (4) quarter of 1864.

W. G. COFFIN,
Superintendent Ind'n Affairs, Southern Superintendency.

Received, at Washington, D. C., March 27th, 1865, of W. G. Coffin, supt. Indian affairs, two thousand two hundred & sixty and $\frac{11}{100}$ dollars, in full of the within account.

$2,260.11.

CARNEY & STEVENS.

(Indorsed:) Voucher 8. Abstract D. For 1 qr., 1865. Dry goods furnished by Carney & Stevens. $2,260.11.

The United States to J. E. Myrick, Dr.

Date.		Dollars.	Cts.
1865. February 25th.	For hauling from Fort Scott, Kansas, to Fort Gibson, C. N., 165 miles, a lot of blankets, dry goods, and sanitary goods for the use of the Cherokee and other destitute Indians in the Indian Territory, amounting to 8,518 pounds, at the rate of 14 dollars per 100 lbs., furnishing myself & teams.	1,192	52
		$1,192	52

Received, at Fort Scott, Kansas, February 25th, 1865, of W. G. Coffin, superintendent of Indian affairs, eleven hundred & ninety-two and $\frac{52}{100}$ dollars, in full of the above account.

$1,192.52.

J. E. MYRICK.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 25th day of February, 1865, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 9. Abstract D. 1st qr., 1865. J. E. Myrick. $1,192.52.

The United States to A. Peck, Dr.

Date.		Dollars.	Cts.
1865. February 25th.	For hauling from Fort Scott, Kansas, to Fort Gibson, C. N., 165 miles, blankets. dry goods, & sanitary goods for the use of the Cherokee and other destitute Indians in the Indian Territory, amounting to 7,480 pounds, at the rate of 14 dollars per 100 lbs., furnishing myself & team.	1,047	20
		$1,047	20

Received, at Fort Scott, Kansas, February 25th, 1865, of W. G. Coffin, superintendent of Indian affairs, one thousand & forty-seven and $\frac{20}{100}$ dollars, in full of the above account.
$1,047.20.

A. PECK.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 25th day of February, 1865, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 10. Abstract D. 1st qr., 1865. A. Peck. $1,047.20.

The United States to B. Files, Dr.

Date.		Dollars.	Cts.
1865. February 25th.	For hauling from Fort Scott, Kansas, to Fort Gibson, C. N., 165 miles, a lot of blankets, dry goods, and Cherokee sanitary goods for the use of the Cherokee and other destitute Indians in the Indian Territory, amounting to 7,000 pounds, at the rate of 14 dollars per 100 lbs., furnishing myself & teams.	980	00
		$980	00

Received at Fort Scott, Kansas, February 25th, 1865, of W. G. Coffin, superintendent of Indian affairs, nine hundred and eighty dollars, in full of the above account.
$980.00.

B. FILES.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 25th day of February, 1865, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 11. Abstract D.. 1st qr., 1865. B. Files. $980.00.

The United States to T. R. West, Dr.

Date.		Dollars.	Cts.
1865. February 25th.	For hauling from Fort Scott, Kansas, to Fort Gibson, C. N., 165 miles, a lot of blankets, dry goods, & sanitary goods, for the use of the Cherokee and other destitute Indians in the Indian Territory, amounting to 5,710 pounds, at the rate of 14 dollars per 100 lbs., furnishing myself & team.	799	40
		$799	40

Received at Fort Scott, Kansas, February 25th, 1865, of W. G. Coffin, superintendent of Indian affairs, seven hundred and ninety-nine and $\frac{40}{100}$ dollars, in full of the above account.
$799.40.

J. R. WEST.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 25th day of February, 1865, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 12. Abstract D. 1st qr., 1865. J. R. West. $799.40.

The United States to C. W. Hadley, Dr.

Date.		Dollars.	Cts.
1865. February 25th.	For hauling from Fort Scott, Kansas, to Fort Gibson, C. N., 165 miles, a lot of blankets, dry goods, and Cherokee sanitary goods, for the use of the Cherokee and other destitute Indians in the Indian Territory, amounting to 3,000 pounds, at the rate of 14 dollars per 100 lbs., furnishing myself & team.	420	00
		$420	00

Received at Fort Scott, Ks., February 25th, 1865, of W. G. Coffin, superintendent of Indian affairs, four hundred and twenty dollars, in full of the above account.
$420.00.

C. W. HADLY.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 25th day of February, 1865, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 13. Abstract D. 1st qr., 1865. C. W. Hadley. $420.00.

The United States to A. H. Lamb, Dr.

Date.		Dollars.	Cts.
1865. ebruary 25th.	For my services as wagon-master to a train from Fort Scott to the Indian Territory, carrying Indian goods, blankets, &c., to the destitute Indians, commencing on the 18th day of December, 1864, and ending on the 28th day of January, 1865, 42 days, at the rate of 5$ per day, furnishing my own horse to ride and boarding myself.	210	00
		$210	00

Received at Leavenworth, Kansas, February 25th, 1865, of W. G. Coffin, superintendent of Indian affairs, two hundred and ten dollars, in full of the above account.
$210.00.

A. H. LAMB.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 25th day of February, 1865, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 14. Abstract D. 1st qr., 1865. A. H. Lamb. $210.00.

The United States to Carney & Stevens, Dr.

Date.		Amount.
1864. December 31	For furnishing at Ohio City, Kansas, to P. P. Elder, U. S. agent, for the use of the Refugee Indians under his charge, during the months of October, November, & December, 1864, the following articles, viz:	
	202 sacks flour, at 9$	1,818 00
	121,146 pounds beef, gross, at 6½c	7,874 49
	6,909 pounds bacon, at 20c	1,381 80
	2,225 bushels corn, at 1.50	3,337 50
	3 bbls., 1.50 ea., 122 gall. vinegar, at 60c	77 70
	22 bbls. salt, at 12$	264 00
	62 pounds coffee, at 65c	40 30
	75 pounds sugar, at 30c	22 50
	110 pounds pepper, at 25c	27 50
	159 pounds soda, at 20c	31 80
	18 pounds tea, at 2.50	45 00
	64 pounds soap, at 20c	12 80
	22 pounds driedfruit, at 20c	4 40
	12 pounds rice, at 25c	3 00
	21 pounds crackers, at 20c	4 20
	4 pounds candles, at 40c	1 60
	65 tons hay, at 6$	390 00
		$15,336 59

OFFICE NEOSHO AGENCY, OHIO CITY, KS.,
December 31*st*, 1864.

I certify on honor that the above account is correct and just, that I have received the articles described therein, and that they will be accounted for on my property return for the fourth (4) quarter of 1864.

P. P. ELDER,
U. S. Indian Agent.

Received at Washington, D. C., March 27th, 1865, of W. G. Coffin, supt. Indian affairs, fifteen thousand three hundred & thirty-six and $\frac{59}{100}$ dollars, in full of the within account.
$15,336.59.

CARNEY & STEVENS.

I certify on honor that the above account is correct and just, and that I have actually, this 27th day of March, 1865, paid the amount thereof.

W. G. COFFIN,
Supt. Ind'n Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 15. Abstract D. 1 qr. 1865. Carney & Stevens. $15,336.59.

The United States to McDonald & Fuller, Dr.

Date.		Dollars.	C.
1864. September 30	For furnishing at Fort Gibson, C. N., for the use of the destitute Indians, to W. G. Coffin, sup't Ind'n affairs, the following articles, viz:		
	166 head beeves, total weight, gross, 179,545 lbs., at 5½c	9,874	98
	600 sacks flour, at 19.25	11,550	00
		$21,424	98

OFFICE SUPERINTENDENT IND'N AFFAIRS,
SOUTHERN SUPERINTENDENCY,
Leavenworth, Ks., October 15*th*, 1864.

I certify on honor that the above account is correct and just, that I have received the articles described therein, and that they will be accounted for on my property return for the fourth (4) quarter of 1864.

W. G. COFFIN,
Superintendent Indian Affairs.

Received at Washington, D. C., March 27th, 1865, of W. G. Coffin, supt. Indian affairs, twenty-one thousand four hundred twenty-four & $\frac{98}{100}$ dollars, in full of the above account.
$21,424.98.

McDONALD & FULLER.

(Indorsed:) Voucher No. 16. Abstract D. 1 qr. 1865. McDonald & Fuller. $21,424.98.

The United States to John Barron, Dr.

Date.		Dollars.	Cts.
1865. February 20th	For hauling Indian supplies, for the use of the Indians belonging to the Wichita Agency, from Leavenworth to Towanda, Butler County, Kansas, 2,370 pounds, at the rate of $4.25 per 100 lbs., the distance being 170 miles.	100	72
		$100	72

Received at Leavenworth, Kansas, February 20th, 1865, of W. G. Coffin, superintendent of Indian affairs, one hundred and $\frac{72}{100}$ dollars, in full of the above account.
$100.72.

JOHN BARRON.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 20th day of February, 1865, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 17. Abstract D. 1st qr., 1865. John Barron. $100.72.

The United States to George Bothwell, Dr.

Date.		Dollars.	Cts.
1865. February 20th	For hauling Indian supplies for the use of the Indians belonging to the Wichita Agency, from Leavenworth to Towanda, Butler County, Kansas, 4,939 pounds, at the rate of $4.25 per 100 lbs., the distance being 170 miles.	209	91
		$209	91

Received at Leavenworth, Kansas, February 20th, 1865, of W. G. Coffin, superintendent of Indian affairs, two hundred & nine and $\frac{91}{100}$ dollars, in full of the above account.
$209.91.

GEORGE BOTHWELL, his × mark.

Witness: T. C. STEVENS.
W. G. BOLMAN.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 20th day of February, 1865, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 18. Abstract D. 1st qr., 1865. George Bothwell. $209.91.

The United States to Lawrence Brady, Dr.

Date.		Dollars.	Cts.
1866. February 20th	For hauling Indian supplies for the use of the Indians belonging to the Wichita Agency, from Leavenworth to Towanda, Butler County, Kansas, 2,543 pounds, at the rate of $4.25 per 100 lbs., the distance being 170 miles.	108	08
		$108	08

Received at Leavenworth, Kansas, February 20th, 1865, of W. G. Coffin, superintendent of Indian affairs, one hundred & eight and $\frac{08}{100}$ dollars, in full of the above account.

$108.08.

LAWRENCE BRADY.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 20th day of February, 1865, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 19. Abstract D. 1st qr., 1865. Lawrence Brady. $108.08.

The United States to Thomas Leeson, Dr.

Date.		Dollars.	Cts.
1865. February 20th	For hauling Indian supplies for the use of the Indians belonging to the Wichita Agency, from Leavenworth to Towanda, Butler Co., Kansas, 2,400 pounds, at the rate of $4.25 per 100 lbs., the distance being 170 miles.	102	00
		$102	00

Received at Leavenworth, Kansas, February 20th, 1865, of W. G. Coffin, superintendent of Indian affairs, one hundred and two dollars, in full of the above account.

$102.00.

THOS. LEESON.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 20th day of February, 1865, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 20. Abstract D. 1st qr., 1865. Thomas Leeson. $102.00.

Received at Washington City, D. C., March 31st, 1865, of W. G. Coffin, superintendent Indian affairs, three hundred & sixty-four dollars, in full of his board, commencing on the 31st day of December, 1864,

and ending on the 31st day of March, 1865, 91 days, at the rate of four dollars per day ($4.00).

$364.00. MIRIAM CARPENTER.

(Indorsed:) Sub-voucher of Miriam Carpenter. $364.00.

The United States to W. G. Coffin, Dr.

Date.		Dolls.	Cts.
1864.	For the following actual travelling expenses incurred whilst going to and returning from Washington City, D. C., viz:		
December 26	Rail R. fare from Leavenworth to Baltimore	42	50
" 30	" " " " Baltimore " Washington	1	50
" "	12 meals *en route* " " 75	9	00
1865.			
March 31	Board for self at Washington (see sub-voucher No. 1)	364	00
" "	Rail R. fare from Washington City to Baltimore	1	50
" "	" " " " Baltimore to Leavenworth	42	50
" "	16 meals *en route* home to Leavenworth, 75c	12	00
		$473	00

I certify on honor that the above account is correct and just; that the same was actually incurred whilst going to and returning from Washington, D. C., to which place I proceeded for the purpose of obtaining from Congress sufficient appropriations for the destitute refugee Indians in Kansas and the Indian Territory, besides other official business connected with said Indians; and further, that I have found it impracticable to obtain sub-vouchers for a portion of the items mentioned therein.

W. G. COFFIN,
Supt. Ind. Affairs.

Received, at Leavenworth, Kansas, March 31st, 1865, of W. G. Coffin, superintendent of Indian affairs, four hundred and seventy-three dollars, in full of the above account.

$473.00. W. G. COFFIN.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 31st day of March, 1865, paid the amount thereof.

W. G. COFFIN,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 21. Abstract D. 1st qr., 1865. W. G. Coffin. $473.00.

The United States to John Steppney, Dr.

Date.		Dollars.	Cts.
1865. March 31st	For hauling rations from Fort Gibson, C. N., to the various camps of the destitute Indians in the vicinity of Fort Gibson, commencing on the 1st day of January and ending March 31st, 1865, exclusive the Sabbath days, during said period, at the rate of 3$ per day, 77 days, furnishing myself and team.	231	00
		$231	00

Received, at Fort Gibson, C. N., March 31st, 1865, of W. G. Coffin, superintendent of Indian affairs, two hundred and thirty-one dollars, in full of the above account.

$231.00.

JOHN STEPPNEY, his x mark.

Attest: E. E. COFFIN.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 31st day of March, 1865, paid the amount thereof.

W. G. COFFIN,

Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 22. Abstract D. 1st qr., 1865. John Steppney. $231.00.

D

Elijah Sells, supt., bond Apr. 29, 1863, in a/c with the United States.

CR.

		Fulfilling treaties.					
		Choctaws.	Creeks.	Seminoles.	Quapaws.	Senecas.	Total.
1865. May 1	To req. No. 7362	15,400	23, 600	18, 600	800	1, 600	60, 000
Aug. 9	" " No. 7483	20,120	117, 320	.....	.....	.....	137, 440
	To Wm. G. Coffin, late suptd., for amo. recd. from him May 19, 1865	.....	.....	1, 569 31	10, 405 50	4, 698 58	16, 673 39
		35,520	140, 920	20, 169 31	11, 205 50	6, 298 58	214, 113 39
	To balance	25,870	4, 456 80	6, 880 66	5, 064 80	4, 345 99	46, 618 25

		Fulfilling treaties.					
		Choctaws.	Creeks.	Seminoles.	Quapaws.	Senecas.	Total.
1866. May 2	By Geo. A. Cutler, agt., for amo. paid him June 16, 1865	.....	75	.....	.....	.....	75
1867. Apr. 30	By Geo. A. Reynolds, Ind. agt., for amo. paid him June 6th & 30th, 1865	.....	.....	4, 151 25	.....	.....	4, 151 25
	By Isaac Colman, agt., for amo. paid him June 30, 1865	50	.....	.....	.....	.....	50
	By Geo. A. Reynolds, Ind. agt., for amo. paid him Sept. 30, 1865	.....	.....	9, 137 40	.....	.....	9, 137 40
	By Geo. C. Snow, agt., for amo. paid him June 30 & Sept. 30, 1865	.....	.....	.....	5, 745 90	309 65	6, 055 55
	By appropriation for amo. disbsd. 2d & 3d qr., 1865, less tax acs. & bds. filed	9, 600	136, 388 20	.....	387 30	1, 642 94	148, 018 44
	& for war tax paid	.....	.....	.....	7 50	.....	7 50
	Balance	25, 870	4, 456 80	6, 880 66	5, 064 80	4, 345 99	46, 618 25
		35, 520	140, 920	20, 169 31	11, 205 50	6, 298 58	214, 113 39

2D AUD'R OFFICE, *May* 15, 1867.

TREASURY DEPARTMENT, 2D COMPTROLLER'S OFFICE, *July 5th*, 1867.

CHAS. W. FORREST.

GEO. S. ABBOT.

DR. *Elijah Sells, supt., bond April 29th, 1865, in a/c with the United States.* CR.

		Trust fund—interest due.									Trust fund—interest due.						
		Choctaws, gen'l fund.	Choctaws, education.	Cherokee school.	Cherokee gen'l fund.	Creek orphans.	Senecas.	Total.			Choctaws' gen'l fund.	Choctaws' education.	Cherokee school.	Cherokee gen'l fund.	Creek orphans.	Senecas.	Total.
1865. June 20	To req. No. 7438..	.....	.....	50,450 15	69 02	.....	.....	50,519 17	1866. July 23	By I. W Dunn, agt., for amo. paid him 3d July & 30 Sep., 1863..	.....	.....	.....	.....	2,067 25	.....	2,067 25
Aug. 9.	" " No. 7483..	81 63	4,141 12	.....	.....	2,760 75	.....	6,983 50		By Isaac Colman, agt., for amo. paid him 30 Sep., 1863	.....	642 89	.....	.....	.....	.....	642 89
	To Wm. G. Coffin, late supt., for amo. rec'd from him May 19, 1865	10,642	1,269 25	.....	.....	3,937 51	289 20	16,137 96		By appropriation for amo. disb'd 2d & 3d qr. 1865, a pr., abs's & vouchers filed..	159 64	104 25	50,450 15	69 02	2,411 01	289 20	53,483 27
		10,723 63	5,410 37	50,450 15	69 02	6,698 26	289 20	73,640 63		Balance.....	10,563 99	4,663 23	.....	.....	2,220	.....	17,447 22
	To balance	10,563 99	4,663 23	.....	.....	2,220	.....	17,447 22			10,723 63	5,410 37	50,450 15	69 02	6,698 26	289 20	73,640 63

2D AUD. OFFICE, *May* 15, 1867.

TREASURY DEPARTMENT, 2D COMPTROLLER'S OFFICE, *July 5th*, 1867.

CH. W. FORREST.

GEO. S. ABBOT.

No. 4957.]

TREASURY DEPARTMENT,
SECOND AUDITOR'S OFFICE,
May 15*th*, 1867.

I certify that I have examined and adjusted the account of Elijah Sells, supt. Ind'n affairs, under his bond of April 29th, 1865, and find that he stands charged, viz:

1865.		
May 1.	To Req. No. 7362	75,000
" 2.	" " No. 7363	5,183 34
June 20.	" " No. 7438	50,519 17
Aug. 9.	" " No. 7483	150,293 52
1867.		
Apr. 30.	" Geo. A. Reynolds, Ind. agt., for amo. rec'd from him June 30, 1865	11 25
	To his debit on the books	$281,007 28

That he stands credited, viz:

1866.			
May 2.	By Geo. A. Cutler, agt., for amo. paid him June 16, 1865	550 00	
July 23d.	By J. W. Dunn, Ind. agt., for amo. paid him July 3d, & Sep. 30, 1865	2,542 25	
1867.			
April 3.	By Geo. A. Reynolds, agt., for amo. paid him 6 & 30 June, 1865	4,626 25	
			7,718 50
	Bal. against him on the books		$273,288 78

That he is chargeable:

To Wm. G. Coffin, late supt., for amo. rec'd from him May 19, 1865	36,736 58
To Isaac Colman, agt., for amo. rec'd from him Aug. 12, 1865	57 47
To Geo. A. Reynolds, agt., for amo. rec'd from him Sept. 30, 1865	2,609 00
To appropriation, proceeds sale of property, 3d qr., 1865	1,357 25
Making to his debit	$314,049 18

That he is entitled to credit:

By Geo. A. Reynolds, agent	$9,636 43	
By Isaac Colman, agt., for amo. paid 30 June & 30 Sept., 1865	1,700 36	
By Geo. C. Snow, agt., for amo. paid him June 30 & Sep. 30, 1865	7,338 84	
By Milo Gookins, agt., for amo. paid him 4 & 5 Aug. & Sep. 30, 1865	2,137 30	
By Justin Harlin, agt., for amo. paid him 16 June & 30 Sep., 1865	1,543 00	
By appropriation, for amo. disbrs'd 2d & 3d qrs., 1865, with his salary from 9 May to 30 Sept. 1865, less tax	209,316 52	
For tax paid	59 86	
		231,732 31
Balance due U. S.		$82,316 77

Fulf. treaty with Choctaws	25,870 00
" " Creeks	4,456 80
" " Seminoles	6,880 66
" " Quapaws	5,064 80
" " Senecas	4,345 99
" " Senecas & Shawnees	1,516 76
Provisions for Indians	3,477 18
Colonizing, supporting, &c., Wichitas, &c.	6,275 76
Trust-fund int. due Choctaws, genl. fund	10,563 99
" " " Education	4,663 23
" " Creek orphans	2,220 00

Ind'n country service in dist. of country leased from Choctaws		9,220 91
Pay of interpreters		46 80
Contingencies Ind. agt		485 55
Due U. S.		$85,088 53
Due him—pay supt. & Ind. agt	2,407 75	
" temporary clerks	364 01	
		2,771 76
Due U. S., as stated		$82,316 77

As appears from the statement and vouchers transmitted herewith, for the decision of the Second Comptroller of the Treasury thereon.

E. B. FRENCH,
Second Auditor.

To the SECOND COMPTROLLER OF THE TREASURY.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the foregoing, this fifth day of July, 1867.

J. W. SMITH,
Acting Comptroller.

Received of Elijah Sells, superintendent, &c., five hundred & twenty-five dollars, on account of the Indian service within the Choctaw and Chickasaw agency, for the second quarter, 1865, from the following appropriations, for which I am accountable to the United States under my old bond:

Fulfilling treaty with Choctaws, blecksmith, &c	$50 00
Pay of superintendents & Indian agents	375 00
Pay of interpreters	100 00
	$525 00

Leavenworth, June 30, 1865.

ISAAC COLMAN,
U. S. Indian Agent.

Abstract B. Voucher 1.
Do F. do 2.

(Indorsed:) Voucher No. 1. Abstract B. Voucher No. 5. Abstract F. 2d quarter, 1865. $525. Receipt of Isaac Colman.

Abstract of disbursements made by Elijah Sells, superintendent, &c., in the quarter ending June 30th, 1865, for southern superintendency.

Date.	No. of voucher.	To whom paid.	For what paid.	Fulfilling treaty with Choctaws.				Amount.
				Trust fund, interest due Choctaws, general fund.	Trust fund, interest due Choctaws, schools.	Interest, &c.	Blacksmith.	
1865.								
		The following sums have been transferred as per receipts accompanying Abs't F:						
June 30	1	Isaac Colman	Agency expenses				50 "	50 "
			Amount disbursed					50 "
			Amount transferred (See Account Current)				50 "	
			Total transferred and disbursed				50 "	50 "
			On hand last quarter	10,642 "	1,269 25			
May 19		W. G. Coffin.	Amount received during the quarter			15,000 "	400 "	27,311 25
" 2		U. S. Treasurer.						
			Total on hand			15,000 "	400 "	27,311 25
			Balance applicable to next quarter	10,642 "	1,269 25	15,000 "	350 "	27,261 25

I certify, on honor, that the above abstract is correct and true.

ELIJAH SELLS,
Superintendent of Indian Affairs for Southern Superintendency.

AGENCY OF SOUTHERN SUPERINTENDENCY, LAWRENCE, KANSAS.

The United States in account current with Elijah Sells, superintendent, &c., for the quarter ending June 30th, 1865.

Dr.

Date.		Amount.
1865.		
June 30	To amount disbursed, as per Abstract A	75 "
"	" " " " B	50 "
"	" " " " C	4,496 68
"	" " " " D	490 34
"	" " " " E	45 52
"	" " " " F	3,042 99
"	" balance applicable to next quarter	109,666 28

Cr.

Date.			Amount.
1865.			
May 19			
June 30	By William G. Coffin:		
	Pay of superintendents & Indian agents	234 68	
	Pay of interpreters	584 57	
	Contingencies of the Indian Department	1 11	
	"Trust fund interest due Creeks"	3,937 51	
	" " " " " Choctaws," general fund	10,642	
	" " " " " do " schools	1,269 25	
	Colonizing and supporting Wichitas & other affiliated bands	344 78	
	Provisions and presents	218 40	
	"Fulfilling treaty with Quapaws"	5,484 12	
	Farmer	1,537 76	
	Blacksmith & assistant, &c	3,383 62	
	"Fulfilling treaty with Senecas":		
	Annuity	1,800	
	Blacksmith & assistant	2,197 59	
	Miller	700 99	
	Trust fund interest due Senecas	289 20	
	"Fulfilling treaty with Senecas & Shawnees":		
	Blacksmith, &c	2,516 76	
	"Fulfilling treaty with Cherokees":		
	Proceeds lands	87	
	"Trust fund interest due Chickasaws." Incompetents	946 89	
	"Fulfilling treaty with Seminoles":		
	Removal & subsistence	24 03	
	Interest, &c	1,569 31	
			37,683 47
May 2	" United States Treasurer, per tabular statement:		
	"Fulfilling treaty with Choctaws":		
	Blacksmith, &c	400	
	Interest, &c	15,000	
			15,400 "
	"Fulfilling treaty with Creeks":		
	Annuity	15,500	
	Wheelwright	300	
	Wagon-maker	300	
	Education	500	
	Interest	6,000	
	Agricultural operations	1,000	
			23,600 "

The United States in account current with Elijah Sells, superintendent, &c.—Continued.

Dr. Date.		Amount.	Cr. Date.			Amount.
				"Fulfilling treaty with Seminoles":		
				Support of schools	1,500	
				Support of smith & smith's shops	1,100	
				Agricultural assistance	1,000	
				Interest on $250,000	15,000	
						18,600
				"Fulfilling treaty with Quapaws":		
				Blacksmith & assistant	500	
				Farmer	300	
						800
				"Fulfilling treaty with Senecas, west":		
				Blacksmith & assistant	1,000	
				Miller	600	
						1,600
				"Colonizing and supporting Wichita' and other affiliated bands"	10,000	
						10,000
				"Indian service in the district of country leased from Choctaws, &c"	5,000	
						5,000
				Agency expenses.		
			May 2	"U. S. Treasurer, per tabular statement:		
				Pay of superintendents & Indian agents	2,583 34	
				Pay of interpreters	850	
				Temporary clerk to supt. Indian affairs	250	
				Contingencies of the Indian Department	1,500	
						5,183 34
		$117,866 81				$117,866 81
			June 30	"Balance from last quarter		$109,666 28

I certify, on honor, that the above account is just and true as stated; that the disbursements have been faithfully made for the objects expressed in the vouchers, and that the accounts given embrace all the public money received by me, and not heretofore accounted for.

SOUTHERN SUPERINTENDENCY, *June 30th*, 1865.

ELIJAH SELLS,
Superintendent of Indian Affairs.

SOUTHERN SUPERINTENDENCY, LAWRENCE, KANS.

DR. *The United States in account current with Elijah Sells, Superintendent, &c., for the quarter ending September 30, 1865.* CR.

Date.		Amount.	Date.			Amount.
1865.			1865.			
Sept. 30	To amount desbursed as per abstract A	191,386 50	July 1	By balance due the United States from last quarter		109,666 28
"	" " " " " " B	19,668 21	22	" trust fund, interest due Cherokees school fund, $50,450.15; national fund, $69.02		50,519 17
"	" " " " " " C	12,973 12	Aug. 12	" "fulfilling treaty with Choctaws":		
"	" " " " " " D	7,579 68		Annuity	9,600 "	
		231,607 51		Interest, &c	10,000 "	
"	" balance due the United States, applicable to the 4th quarter	156,421 77		Blacksmith	520 "	20,120 00
				" "trust fund, interest due"—general fund	81 63	
				" " " " " school "	4,141 12	4,222 75
				" "fulfilling treaty with Creeks":		
				Annuity	89,000 "	
				Interest	24,000 "	
				Wheelwright	300 "	
				Wagon maker	300 "	
				Education	500 "	
				Agricultural operations	1,000 "	
				Blacksmith	2,220 "	117,320 "
				" trust fund interest due Creek orphans	2,760 75	2,760 75
				" Indian service in the district of country leased from the Choctaws, &c		5,870 02
				" Isaac Colman, agt., transferred under "colonizing & supporting" Wichitas & other affiliated bands	57 47	
			Sept. 5	" "Provisions for Indians," sales of 48 Indian ponies at Fort Leavenworth, reported Oct. 30, 1865, in account sales		732 25
			18	" "Contingencies of the Indian Depart":		
				Private sale 1 mule belonging to the superintendency	200 "	
				1 mule rec'ed from Ag't Colley	150 "	
				1 wagon & harness, " "	125 "	
			30	Auction sale 1 sweenied horese and a buggy & harness	150 "	625 "
			"	" George A. Reynolds, ag't, "provisions & presents to Indians," being the proceeds of funds rec'ed from the sale of Indian cattle		2,609
			Nov. 14	" "fulfilling treaty with Chickasaws"	2,773 72	
				" "carrying into effect treaty with Chickasaws"	8,406 50	
				" "fulfilling treaty with Cherokees"—proceeds lands	3,000 00	
				" trust fund interest due Cherokees national fund	40,000 "	
				" trust fund interest due Senecas & Shawnees	65 31	
				" colonizing & supporting Wichitas & other affiliated bands & tribes	10,931 06	

The United States in account current with Elijah Sells, superinteedent, &c.—Continued.

Dr.					Cr.
Date.		Amount.	Date.		Amount.
				" contingences of the Indian Department 900 00	
				" pay of superintendents & Indian agents 5,500 00	
				" temporary clerk to superintendent of Indian affairs ..... 750 "	
				" pay of interpreters ..... 200 "	
					73,526 59
		$388,029 28			$388,029 28
			Oct. 1	" balance due the United States from 3d quarter	156,421 77

I certify, on honor, that the above account is just and true as stated; that the disbursements have been faithfully made for the objects expressed in the vouchers, and that the accounts given embrace all the public money received by me, and not heretofore accounted for.

ELIJAH SELLS,
Superintendent of Indian Affairs.

SOUTHERN SUPERINTENDENCY, *September* 30, 1865.

Received of Elijah Sells, superintendent of Indian affairs, six hundred & forty-two $\frac{89}{100}$ dollars, for which I am accountable to the United States Treasury, under my bond. Trust fund interest due Choctaws schools, $642.89.

Lawrence, Kansas, Sept. 30, 1865.

ISAAC COLMAN,
U. S. Ind. Agent.

(Indorsed:) Abstract B. Receipt No 1. 3d quarter, 1865. Isaac Colma n, Agt. $642.89.

No. 12742——100

Abstract of disbursements made by Elijah Sells, superintendent Indian affairs, s. s., in the quarter ending September 30th, 1865, for southern superintendency.

Date.	No. of voucher.	To whom paid.	For what paid.	Under treaty stipulations with— Chickasaws. Trust fund interest due incompetents.	Choctaws. Trust fund, general fund.	Choctaws. Interest due, school fund.	Choctaws. Interest, &c.	Choctaws. Blacksmith.	Choctaws. Annuity.	Seminoles. Support of schools.	Seminoles. Support of smith & smith's shops.	Seminoles. Agricultural assistance.	Seminoles. Interest on $250,000.	Seminoles. Removal and subsistence.	Amount.
1865.															
Aug. 1	1	Missouri Western Telegraph Co.	Telegraphing			27 90									27 90
8	2	Christian Hartman	Colt's pistol No. 7492 & belt			20 00									20 00
26	3	C. V. R. Briggs	Mooving furniture in office			7 00									7 00
"	4	Wm. H. Sells & Co	Fixtures in office			5 20									5 20
Sept. 25	5	Meek & Maish	Horse hire			15 00									15 00
26	6	T. Sampson	Keeping mule teams for com'r.			7 75									7 75
30	7	Perry Fuller & Co	Supplies for Indians						1, 428 98						1, 428 98
"	8	....do ..... do	Stationery, lamp, &c			10 10									10 10
"	9	A. McDonald & Bro	Subsistence for outfit			11 30									11 30
"	10	....do ..... do	Flour						374 00						374 00
"	11	G. W. Sibert & Co	Flour						4, 120 32						4, 120 32
"	12	....do ..... do	Supplies for Indians		159 64				3, 676 70						3, 836 34
		Transferred as per receipts:													
Sept. 30	1	Isaac Colman, agent Choctaws & Chickasaws.				642 89									642 89
"	2	Geo. A. Reynolds, agent Seminoles.											9, 137 40	24 03	9, 161 43
			Amount disbursed		159 64	104 25			9, 600 00						9, 863 89
			Amount transferred (see account current).			642 89							9, 137 40	24 03	9, 804 32
			Total transferred and disbursed.		159 64	747 14			9, 600 00				9, 137 40	24 03	19, 668 21
			On hand last quarter	601 46	10, 642 00	1, 269 25	15, 000	350		1, 348 75	1, 100 00	1, 000 00	12, 569 31	24 03	43, 904 80
			Amount received during the quarter.		81 63	4, 141 12	10, 000	520	9, 600 00						24, 342 75
			Total on hand	601 46	10, 723 63	5, 410 37	25, 000	870	9, 600 00	1, 348 75	1, 100 "	1, 000 00	12, 569 31	24 03	68, 247 55
			Balance applicable to next quarter.	601 46	10, 563 99	4, 663 23	25, 000	870		1, 348 75	1, 100 "	1, 000 00	3, 431 91		$48, 579 34

I certify on honor that the above abstract is correct and true.

ELIJAH SELLS,
Supt. Indian Affairs, S. S.

The United States to Missouri Western Telegraph Co., Dr.

Date.		Dollars.	Cts.
1865. July 17	For telegram to Genl. C. W. Blair, Fort Scott, relative to the escort to accompany train to Fort Gibson.	1	50
18	Reply by Genl. C. W. Blair	1	65
19	Telegram to E. Sells, Washington City, relative to sending plows and wheat by first train to Fort Gibson.	10	00
26	Telegram to E. Sells, Washington, the result of the bids for furnishing supplies.	14	00
26	Lt. Geo. Williams, Ft. Leavenworth, relative to stolen ponies held by him in custody, for Supt's orders.		75
		$27	90

Received, Lawrence, Kansas, August 1st, 1865, of Elijah Sells, superintendent of Indian affairs, twenty-seven $\frac{90}{100}$ dollars, in full of the above account.

27\frac{90}{100}$.

H. A. GALLIHER,
Oper.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this first day of August, 1865, paid the amount thereof.

ELIJAH SELLS,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 1. Abstract B. 3d qr., 1865. M. W. Telegraph Co. 27\frac{90}{100}$.

The United States to Christian Hartman, Dr.

Date.		Dollars.	Cts.
1865. Aug. 8	To 1 Colt's pat. pistol, No. 7492 & belt	20	00

Reliable information reached me that a drove of 50 head of Indian cattle had been driven in the vicinity of Lawrence en route west via way of Topeka. I at once went in pursuit of them, and, having no arms, I made this purchase.

WILLIAM HAYES,
Clerk.

Received, Lawrence, Kansas, August 8th, 1865, of Elijah Sells, superintendent of Indian affairs, twenty dollars, in full of the above account.

$20.

CHRISTIAN HARTMAN.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 8th day of August, 1865, paid the amount thereof.

ELIJAH SELLS,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 2. Abstract B. Third qr., 1865. Christian Hartman. $20.

The United States to C. V. R. Briggs, Dr.

Date.		Dollars.	Cts.
1865. Aug. 26	For removing furniture to the new office	$7	00

Received, Lawrence, Kansas, August 26, 1865, of Elijah Sells, superintendent of Indian affairs, seven dollars, in full of the above account. $7.

C. V. R. BRIGGS.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 26 day of August, 1865, paid the amount thereof.

ELIJAH SELLS,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 3. Abstract B. 3d qr., 1865. C. V. R. Briggs. $7.00.

The United States to Wm. H. Sells & Co., Dr.

Date.		Dollars.	Cts.
1865. Aug. 26	For 1 washbowl and pitcher	2	50
	" 4 towels, 30	1	20
	" 1 spittoon		75
	" 3 window curtains, 25		75
		$5	20

Received, Lawrence, Kansas, Aug. 26, 1865, of Elijah Sells, superintendent of Indian affairs, five $\frac{20}{100}$ dollars, in full of the above account. $5.20.

W. H. SELLS & CO.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 26 day of August, 1865, paid the amount thereof.

ELIJAH SELLS,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 4. Abstract B. 3 qr., 1865. Wm. H. Sells & Co. $5.20.

The United States to Meek & Marsh, Dr.

Date.		Dollars.	Cents.
1865. Aug. 8	For the use of team to go out to investigate a drove of 50 head of cattle reported to have been driven from the Indian country. The team was employed a portion of three days. E. SELLS, *Supt.*	15	00

Received, Lawrence, Kans., Sept. 25th, 1865, of Elijah Sells, superintendent of Indian affairs, fifteen dollars, in full of the above account. $15.

MEEK & MARSH.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this 25th day of Sept., 1865, paid the amount thereof.

ELIJAH SELLS,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 5. Abstract B. 3d qr., 1865. Meek & March. $15.

The United States to T. Sampson, Dr.

Date.		Dollars.	Cents.
1865. Aug. 26	For keeping horse over night	1	75
"	" use of riding horse on business for the commissioner while en route to Ft. Smith.	2	00
Sept. 25	For keeping 4 mules 1 day on return from Fort Smith, ea. $1.00	4	00
		$7	75

Received, Lawrence, Kansas, Sept. 26, 1865, of Elijah Sells, superintendent of Indian affairs, seven $\frac{75}{100}$ dollars, in full of the above account. $7.75.

T. SAMPSON.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this 26th day of Sept. 1865, paid the amount thereof.

ELIJAH SELLS,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 6. Abstract B. 3d qr., 1865. T. Sampson. $7.75.

The United States to Perry Fuller & Co., Dr.

Date.		Dollars.	Cents.
June 2	10 sacks flour, $6	60	00
	7 " corn meal, 100 lbs. ea., 3.36½	23	55
	10 men's satinet coats, $7.00	70	00
	10 felt hats, 3	30	00
	1 p. Kentucky jeans, 35 yds., 1.50	52	50
	1 doz. spool thread		45
	2 pieces sheetings, 75¾ yds, 31	23	48
	3 " prints, 126 " 25	31	50
	1 " denims, 46¾ " 24	11	22
	6 pair shoes, 1.75	10	50
	1 lb. skein cotton, 1.60	1	60
	1 jean coat, 8	8	00
	2 flannel shirts, 4	8	00
	2 wool do. 4	8	00
	2 hats, 477½	9	55
	1 hat	3	85
	6 pair men's socks, 4.50	2	25
July 14	800 lb. bacon, 20c	160	00
	155 lb. coffee, 36½	56	57
	323 lb. sugar, 20½	66	22
	12 sacks flour, $5	60	00
	2 pieces Pittsfield sheetings, 81¼ yds, 41½	33	72
	2 " Gibbon do. 156¼ " 41c	64	27
	4 " Prints 152¾, 30c	45	83
	2 " do. 89, 30	26	70
	3 " Kentucky jeans, 112 yds, 1.50	168	00
	2 " denims, 96½ " 35	33	77
	10 pair pants, 4.30	43	00
	20 " women's shoes, 2.25	45	00
	12 " boys' shoes, 1.40	16	80
	6 " boys' do. (large size), $2.00	12	00
	6 " misses' do. 1.50	9	00
	7 " boys' do. 1.20	8	40
	6 " misses' do. (heavy), 2.30	13	80
	6 " " do. 1.25	7	50
	7 " " do. (large sizes), 1.60	11	20
	12 " children's do. (stout), 1.50	18	00
	6 " " do. 1.50	9	00
	7 " " do. 1.40	9	80
	10 " men's brogans, 1.75	17	50
	1 lb. linen thread	2	25
	1 gross buttons		20
	3 lb. skein cotton, $2	6	00
Augt. 12	50 lb. sugar, 25	12	50
	50 " coffee, 40c	20	00
	3 men's coats, 18	54	00
	3 pair men's pants, 8	24	00
	3 men's vests, 6.50	19	50
		1,428	98

Received, Lawrence, Kansas, September 30, 1865, of Elijah Sells, superintendent of Indian affairs, fourteen hundred and twenty-eight & $\frac{98}{100}$ dollars, in full of the above account.

$1,428.98.

PERRY FULLER AND CO.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this 30th day of September, 1865, paid the amount thereof.

ELIJAH SELLS,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 1. Abstract B. 3d qr., 1865. Perry Fuller & Co. $1,428.98.

The United States to Perry Fuller and Co., Dr.

Date.		Dollars.	Cents.
June 26	½ ream letter paper, 7.50	3	75
	¼ " note do 6.00	3	50
July 6	1 lamp	2	00
Sept. 19	1 box steel pens	2	50
" 21	1 lamp chimney		35
		10	10

Received, Lawrence, Kansas, September 30th, 1865, of Elijah Sells, superintendent of Indian affairs, ten $\frac{10}{100}$ dollars, in full of the above account.

$10.10.

PERRY FULLER AND CO.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 30th day of September, 1865, paid the amount thereof.

ELIJAH SELLS,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 8. Abstract B. 3d qr., 1865. Perry Fuller & Co. $10.10.

The United States to A. McDonald and Bro., Dr.

Date.		Dollars.	Cents.
June 17	6 can peaches, 60	3	60
	2 bottles gherkins, 60	1	20
	9 boxes sardines, 35	3	15
	Crackers and pepper sauce	1	10
	3 cans spiced oysters	2	25
		$11	30

These supplies were used in our subsistence in going to Fort Gibson in June last.

ELIJAH SELLS,
Supt. Ind. Affs., S. S.

Received, Fort Scott, Kansas, June 17th, 1865, of Elijah Sells, superintendent of Indian affairs, eleven $\frac{30}{100}$ dollars, in full of the above account.

$11.30.

A. McDONALD & BRO.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 30 day of September, 1865, paid the amount thereof.

ELIJAH SELLS,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 9. Abstract B. 3d qr., 1865. A. McDonald & Bro. $11.30.

The United States to Perry Fuller & Co., Dr.

Date.		Dollars.	Cents.
June 18	34 sacks flour, 100 lbs. each, @ $11	374	00

Received, Lawrence, Kansas, September 30th, 1865, of Elijah Sells, superintendent of Indian affairs, three hundred and seventy-four dollars, in full of the above account.

$374.00.

PERRY FULLER & CO.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 30th day of September, 1865, paid the amount thereof.

ELIJAH SELLS,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 10. Abstract B. 3d qr., 1865. Perry Fuller & Co. $374.

The United States to Geo. W. Sibert & Co., Dr.

Date.		Dollars.	Cents.
Sept. 30th 1865.	384 sacks flour, 100 lbs. ea., $10.73	4,120	32

Awarded under contract of July 29, 1865 (see schedule of bids with ⅜ 1st quarter 1865, Wichita Agency).

Received, Lawrence, Kas., Sep't 30th, 1865, of Elijah Sells, superintendent of Indian affairs, forty-one hundred and twenty $\frac{32}{100}$ dollars, in full of the above account.

$4,120.32.

GEO. W. SIBERT & CO.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 30 day of Sep't, 1865, paid the amount thereof.

ELIJAH SELLS,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 11. Abstract B. 3d qr., 1865. G. W. Sibert & Co. $4,120.32.

The United States to Geo. W. Sibert & Co., Dr.

Date.		Dollars.	Cents.
Sept. 30th 1865.	186 sacks flour, 100 lbs. each, $7.10	1,320	60
	43,758 pounds beef, gross, per 100 lbs., $3.90	1,706	56
	400 bushels corn, $1.73	692	00
	7 barrels salt, $14.50	101	50
	1 keg soda, $112	15	68
		$3,836	34

Per contract dated July 29, 1865. Salt not embraced in contract.

Received, Lawrence, Kas., Sept. 30th, 1865, of Elijah Sells, superintendent of Indian affairs, thirty-eight hundred and thirty-six $\frac{34}{100}$ dollars, in full of the above account.

$3,836.34.

GEO. W. SIBERT & CO.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 30 day of Sept., 1865, paid the amount thereof.

ELIJAH SELLS,

Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 12. Abstract B. 3d qr., 1865. G. W. Sibert & Co. $3,836.34.

DR. *Elijah Sells, late supt., bond Aug. 22d, 1865, in a/c with the United States.* CR.

		Fulf. treaties.								Fulf. treaties.					
		Senecas & Shawnees.	Senecas.	Trust fund Choctaws education.	Indian service in district of country leased from Choctaws.	Trust fund; int. due Choctaw orphan lands.	Total.			Senecas & Shawnees.	Senecas.	Trust fund; int. due Choctaws education.	Indian service in district of country leased from Choctaws.	Trust fund; int. due Choctaw orphan lands.	Total.
1866. Ap'l 5	To req. No. 7,713	.....	.....	4,000	.....	.....	4,000	By Geo. C. Snow, agt., for amo. paid him Dec. 30, 1865; bond 21st March, 1865	.....	1,330	.....	.....	.....	1,330
1847. June 12	" Justin Harlan, agt., for amo. rec'd from him in Dec., 1865	.....	.....	.....	7 50	7 50	15	By appropriation for amo. disbr'd 4th qr. 1865, 1st & 2d q'rs 1866; ac's & v's filed	1,516 76	3,015 99	8,657 28	9,202 86	.....	22,392 89
	Balance	1,516 76	4,345 99	4,657 28	9,195 36	.....	17,715 39	Balance	.....	.....	.....	.....	7 50	7 50
		1,516 76	4,345 99	8,657 28	9,202 86	7 50	23,730 39		1,516 76	4,345 99	8,657 28	9,202 86	7 50	23,730 39
	To balance	.....	.....	.....	.....	7 50	7 50	By balance	1,516 76	4,345 99	4,657 28	9,195 36	.....	19,715 39

2D AUD. OFFICE, *Sept. 13th*, 1867.

TREASURY DEPARTMENT, 2D COMPTROLLER'S OFFICE, *November 6th*, 1867.

CHAS. W. FORREST.

GEO. S. ABBOTT.

No. 5463.]

TREASURY DEPARTMENT,
SECOND AUDITOR'S OFFICE,
Sept. 13th, 1867.

I certify that I have examined and adjusted the account of Elijah Sells, late supr't, under his bond of August 22d, 1865, and find that he stands charged, as follows, viz:

1865. Nov.	14.	To req.	No. 7585	$65,120 09
"	15.	" "	No. 7586	5,000 00
Dec.	22.	" "	No. 7615	230,000 00
1866. Feby.	14.	" "	No. 7647	200,000 00
March	1.	" "	No. 7657	800 00
"	15.	" "	No. 7678	500 00
"	19.	" "	No. 7686	12,110 00
"	27.	" "	No. 7696	35,000 00
Aprl.	2.	" "	No. 7707	15,000 00
"	4.	" "	No. 7710	1,850 00
"	5.	" "	No. 7713	5,000 00
"	30.	" "	No. 7753	600 00
"	"	" "	No. 7754	1,458 00
May	26.	" "	No. 7804	248,000 00
"	30.	" "	No. 7805	1,600 00
June	12.	" "	No. 7824	235 00
"	15.	" "	No. 7833	12,205 50
"	18.	" "	No. 7840	963 33
July	16.	" "	No. 7886	300 00
1867. June	12.	" Justin Harlan, agt., for amo. rec'd from him in 1865 & 1866		45 00
		To his debit on the books		$835,786 92

That he stands credited:

1866. Oct.	1.	By req. No. 322	$248,000 00
1867. June	12.	" Justin Harlan, agt., for amo. paid him in 1865 & '66	7,787 25
			255,787 25
		Balance against him on the books	579,999 67

That he is chargeable:

To Jno. R. Goodwin, dis. clk., for amo. recd. from him, Nov. 9, 1865	1,000 00
Making to his debit	$580,999 67

That he is entitled to credit:

By Geo. A. Reynolds, agt., for amo. paid him, Dec. 1865 & Mch. 1866	8,933 25	
By Milo Gookins, agt., for amo. paid him, Dec. 1865 & June 1866	1,835 75	
By Geo. C. Snow, agt., for amo. paid him in Dec. 1865 & June '66	2,880 00	
By J. W. Dunn, agt., for amo. paid him in 1865 & 1866	7,753 33	
By Isaac Colman, agt., for amo. paid him, June 23d, 1866	1,818 71	
By appropriation, for amo. distr'd 4th qr., 1865, 1st & 2d qrs., 1866, with his salary for same time, less tax	557,289 76	
For tax on salaries paid	86 25	
		580,597 05
Balance due U. S		$402 62

Fulf. treaties, Sax & Foxes of the Mspi	640 94
" Cherokees' lands	7 50
Trust fund, Choctaw orphans' lands	7 50
" Cherokee national fund	4,025 21
Pay supt. & Indn. agents	3,897 50
" interpreters	983 34
" temporary clerks to sup't	375 00

Conting'es Indn. Dept.		771 65
Civilization of Indians		3,295 31
Sub's, clothing, & destitute Indians in southern supert'cy		60,773 43
Due U. S.		$74,777 38
Due him, viz:		
Fulf. treaties with Seminoles	6,880 66	
" Creeks	4,065 77	
" Choctaws	25,870 00	
Trust fund—Choctaw gen'l fund	10,563 99	
" educational	4,657 28	
Fulf. treaties with Senecas & Shawnees	1,516 76	
" " " Senecas	4,345 99	
Ind'n service in div. country leased from Choctaws	9,195 36	
Trust fund—int. due Creek orphans	2,554 95	
Fulf. treaty with Quapaws	3,150 19	
Provisions for Indians	1,165 95	
Colonizing, supporting & Wichitas & other affiliated bands	407 86	
		74,374 76
Balance due U. S., as stated		$402 62

As appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

F. ANDREWS,
Acting Second Auditor.

To the SECOND COMPTROLLER OF THE TREASURY.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the foregoing this sixth day of November, 1867.

J. M. BRODHEAD,
Comptroller.

Abstract of disbursements made by Elijah Sells, sup't Southern Superintendency, in the quarter ending December 31st, 1865, for treaty stipulations.

Date.	No. of voucher.	To whom paid.	For what paid.	Fulfilling treaties with— Chickasaws. Fulfilling treaty with Chickasaws.	Chickasaws. Trust fund interest due incompetents.	Choctaws. Interest, &c.	Choctaws. Blacksmith.	Choctaws. Trust fund interest due general fund.	Choctaws. Trust fund interest due school fund.	Choctaws. Indian service in the district of country leased from the Choctaws, &c.	Amount.
1865.											
Oct. 2	1	H. E. McKee & Co	Indian supplies		601 46	3,648 46	370 00	4,563 99	2,663 23	5,202 86	17,050 00
" 3	2	H. E. McKee & Co	" "	2,773,72		8,978 54				1,897 74	13,650 00
" 24	3	H. J. Raymond & Co	Advertising proposals				121 50				121 50
Nov. 15	4	Perry Fuller & Co	Indian supplies			9,021 50	378 50	6,000 00	2,000 00		17,400 00
Dec. 30	5	Wm. B. Barnum	" "			3,351 50					3,351 50
" "	6	G. W. Sibert & Co	" "							1,125 00	1,125 00
" "	7	G. W. Sibert & Co	" "							381 10	381 10
" "	8	G. W. Sibert & Co	" "							404 10	404 10
" "	9	G. W. Sibert & Co	" "							119 50	119 50
			Amount disbursed	2,773 72	601 46	25,000 00	870 00	10,563 99	4,663 23	9,130 30	53,602 70
			Amount transferred—(See account current.)								
			Total transferred and disbursed	2,773 72	601 46	25,000 00	870 00	10,563 99	4,663 23	9,130 30	53,602 70
			On hand last quarter	2,773 72	601 46	25,000 00	870 00	10,563 99	4,663 23	9,202 86	53,675 26
			Amount received during the quarter								
			Total on hand	2,773 72	601 46	25,000 00	870 00	10,563 99	4,663 23	9,202 86	53,675 26
			Balance applicable to next quarter							72 56	72 56

I certify, on honor, that the above abstract is correct and true.

ELIJAH SELLS,
Sup't Indian Affairs.

The United States to H. E. McKee & Co., Dr.

Date.		Dollars.	Cents.
Oct. 3	910 sacks flour, 100 lbs. each, $15.00	13,650	00

These purchases were made at Fort Gibson, C. N., by authority of the Commissioner of Indian Affairs of June 27, 1865.

ELIJAH SELLS,
Sup't Ind. Aff.

Received, Lawrence, Kansas, December 30, 1865, of Elijah Sells, superintendent of Indian affairs, thirteen thousand six hundred & fifty dollars, in full of the above account.
$13,650.00.

H. E. McKEE & CO.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this 30 day of December, 1865, paid the amount thereof.

ELIJAH SELLS,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 2. Abstract A. 4th qr., 1865. H. E. McKee & Co. $13,650.

The United States to H. J. Raymond & Co., Dr.

Date.		Dollars.	Cents.
1865. Oct. 12	For advertising "proposals for furnishing Indian supplies, 90 lines 9 times, is 810 lines, at 15c. each, in New York Daily Times.	121	50
		$121	50

Received, Lawrence, Kansas, Oct. 24, 1865, of Elijah Sells, superintendent of Indian affairs, one hundred & twenty-one $\frac{50}{100}$ dollars, in full of the above account.
$121.50

H. J. RAYMOND & CO.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this 24 day of October, 1865, paid the amount thereof.

ELIJAH SELLS,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 3. Abstract A. 4th qr., 1865. H. J. Raymond & Co. $121.50.

The United States to Perry Fuller & Co., Dr.

Date.		Dollars.	Cents.
1865. Nov. 15	1,400 sacks flour, 100 lbs. ea., $12.00	16,800	00
	300 bushels corn @ $2.00	600	00
		17,400	00

These purchases were made under contract dated Oct. 12, 1865, authorized by the Department of the Interior.

ELIJAH SELLS,
Supt. Indian Affairs.

Received, Lawrence, Kansas, December 30th, 1865, of Elijah Sells, superintendent of Indian affairs, seventeen thousand & four hundred dollars, in full of the above account.
$17,400.

PERRY FULLER & CO.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 30th day of December, 1865, paid the amount thereof.

ELIJAH SELLS,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 4. Abstract A. 4th qr., 1865. Perry Fuller & Co. $17,400.

The United States to Wm. B. Barnum, Dr.

Date.		Dollars.	Cents.
Oct. 10th, 1865.	350 lbs. coffee, 45	157	50
	600 lbs. sugar, 25	150	
	525 lbs. rice, 30	157	50
	5 bbls. salt, $14.50	72	50
	268 sacks flour, 100 lbs. ea., $10.50	2,814	
		$3,351	50

These supplies were purchased under contract dated Sept. 15th, 1865, authorized by the Department of the Interior.

ELIJAH SELLS,
Supt. Ind. Affairs.

Received, Lawrence, Kansas, December 30th, 1865, of Elijah Sells, superintendent of Indian affairs, three thousand three hundred and fifty-one $\frac{50}{100}$ dollars, in full of the above account.
$3,351.50.

WM. B. BARNUM.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 30th day of December, 1865, paid the amount thereof.

ELIJAH SELLS,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 5. Abstract A. 4th qr., 1865. Wm. B. Barnum. $3,351.50.

The United States to Geo. W. Sibert & Co., Dr.

Date.		Dollars.	Cents.
Oct. 5th, 1865.	125 scs. flour, 100 lbs., ea. $9	1,125	

Purchased under contract dated Sept. 15th, 1865, authorized by the Department of the Interior.

ELIJAH SELLS,
Supt. Ind. Affairs.

Received, Lawrence, Kansas, Dec. 30th, 1865, of Elijah Sells, superintendent of Indian affairs, one thousand and one hundred & twenty-five dollars, in full of the above account.
$1,125.

GEO. W. SIBERT & CO.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 30 day of December, 1865, paid the amount thereof.

ELIJAH SELLS,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 6. Abstract A. 4th qr., 1865. Geo. W. Sibert & Co. $1,125.

The United States to Geo. W. Sibert & Co., Dr.

Date.			Dollars.	Cents.
Oct. 13th, 1865.	Not in contract.	1 bbl. sugar, 318 lbs., @ 25	79	50
		1 sack coffee, 178 lbs., @ 45	80	10
		2 kegs soda, 224 lbs., @ $16	32	00
		50 lbs. lead, @ 25	12	50
		9 barrels salt, @ $14	126	00
	Not in contract.	6 M percussion caps, @ 1.00	6	00
		1 keg powder	15	00
		50 lbs. pepper, @ 60	30	00
			$381	10

These purchases were made under the authority of the Commissioner of Indian Affairs of June 27, 1865, being required, and under contract Sept. 15, 1865, approved.

ELIJAH SELLS,
Supt. Ind. Affairs.

Received, Lawrence, Kas., December 30, 1865, of Elijah Sells, superintendent of Indian affairs, three hundred and eighty-one $\frac{10}{100}$ dollars, in full of the above account.

$381.10.

GEO. W. SIBERT & CO.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 30 day of December, 1865, paid the amount thereof.

ELIJAH SELLS,

Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 7. Abstract A. 4th qr., 1865. Geo. W. Sibert & Co. $381.10.

The United States to Geo. W. Sibert & Co., Dr.

Date.		Dollars.	Cents.
Oct. 10th, 1865.	1 keg powder	15	25
	75 lbs. lead, @ 25	18	75
	180 lbs. coffee, @ 45	81	00
	325 lbs. sugar, @ 30	97	50
	4,000 percussion caps, @ 1.00	4	00
	100 lbs. bacon, @ 35	35	00
	96 lbs. tobacco, @ 1.10	105	60
	2 oz. quinine, @ 5.50	11	00
	2 boxes Ayer's ague cure, @ 18.00	36	00
		$404	10
	Supplies used while removing Indians by Agent Reynolds not in contract.		

Received, Lawrence, Kas., December 30, 1865, of Elijah Sells, superintendent of Indian affairs, four hundred and four $\frac{10}{100}$ dollars, in full of the above account.

$404.10.

GEO. W. SIBERT & CO.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 30th day of December, 1865, paid the amount thereof.

ELIJAH SELLS,

Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 8. Abstract A. 4th qr., 1865. Geo. W. Sibert & Co. $404.10.

No. 12742——101

The United States to Geo. W. Sibert & Co., Dr.

Date.		Dollars.	Cents.
Oct. 10, 1865	30 lbs. ham, 35	10	50
	25 lbs. sugar, 30	7	50
	1 sack flour	8	00
	25 lbs. dried beef, 35	8	75
	5 lbs. candles, 35	1	75
	9 lbs. soap, 25	2	25
	5 bxs. matches, 20	1	00
	1 case oysters	12	50
	2 " can fruits, 12	24	00
	1 coffee mill	2	00
	2 dish pans, 70	1	40
	1 fry pan	1	25
	1 camp kettle	1	25
	2 wooden pails, 50	1	00
	1 tea kettle	1	50
	1 sack salt		60
	1 axe & handle	3	50
	1 hatchet	1	75
	1 spade	2	50
	3 bu. potatoes, 3	9	00
	1 lb. tea	2	75
	1 case peaches	11	00
	1 coffee pot		75
	5 lbs. pepper, 60	3	00
		$119	50
	Supplies used while removing Indians by Agent Reynolds not in contract.		

Received, Lawrence, Kansas, December 30, 1865, of Elijah Sells, superintendent of Indian affairs, one hundred and nineteen $\frac{50}{100}$ dollars, in full of the above account.

$119.50.

GEO. W. SIBERT & CO.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 30 day of December, 1865, paid the amount thereof.

ELIJAH SELLS,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 9. Abstract A. 4th qr., 1865. G. W. Sibert & Co. $119.50.

Abstract of disbursements made by Elijah Sells, sup't Indian affairs, in the quarter ending June 30th, 1866, for treaty stipulations.

Date.	No. of voucher.	To whom paid.	For what paid.	Choctaws and Creeks.						
				Trust fund, interest due Choctaws school fund.	Indian service in the dist. of country leased from the Choctaws, &c.	Wheel-wright.	Wagon-maker.	Interest.	Trust fund, interest due Creek orphans.	Amount.
1866.										
April 11	1	F. A. Beveridge	Boarding Choctaw delegation	1,004 "						1,004 "
"	2	R. M. Jones	Salary as delegate	331 "						331 "
"	3	Allen Wright	" " "	331 "						331 "
"	4	John Page	" " "	331 "						331 "
"	5	James Riley	" " "	331 "						331 "
"	6	Alfred Wade	" " "	331 "						331 "
"	7	Campbell Leflore	" " "	331 "						331 "
"	8	Allen Wright	Traveling expenses Choctaw delegate	979 05						979 05
" 19	9	H. S. Benson	Boarding Wm. Hayes in Washington		72 56				171 24	243 80
" 19	10	William Hayes	Traveling expenses to Lawrence						87 40	87 40
" 11	11	P. P. Pitchlynn	Contingent expenses, &c	25 "						25 00
			Amount disbursed	3,994 05	72 56				258 64	4,325 25
			Amount transferred (see Account Current)				600 "	202 05	5,187 "	5,989 05
			Total transferred and disbursed	3,994 05	72 56		600 "	202 05	5,445 64	10,314 30
			On hand last quarter		72 56	336 28	600 "	256 80	2,220 "	3,485 64
April 4	....	U. S. Treasurer	Amount received during the quarter	4,000 "					6,186 "	10,186 00
			Total on hand	4,000 "	72 56	336 28	600 "	256 80	8,406 "	13,671 64
			Balance applicable to next quarter	5 95	" "	336 28	" "	54 75	2,960 36	$3,357 34

I hereby certify on honor that the above abstract is correct and true.

ELIJAH SELLS,
Superintendent Indian Affairs.

The United States to Washington House, Dr.

Date.		Dollars.	Cts.
1866.	For board of the following persons, being delegates for the Choctaw Nation for the negotiation of treaties:		
	Allen Wright, from Jan'y 15th to April 6th, both days inclusive, 82 days, at $2 per day	$164	00
	Campbell Leflore, from Jan'y 17th to April 6th, both days inclusive, 80 days, at $2 per day	160	00
	Alfred Wade, from Jan'y 10th to April 6th, both days inclusive, 87 days, at $2 per day	174	00
	James Riley, from January 10th to April 6th, both days inclusive, 87 days, at $2 per day	174	00
	John Page, from January 10th to April 6th, both days inclusive, 87 days, at $2 per day	174	00
		$846	00
	R. M. Jones, from January 1st to March 20th, both days inclusive, 79 days, at $2 per day	158	00
		$1,004	00

This payment was made under letter of instruction from the Comr. of Ind. Affs. of date April 10th, 18 6.

ELIJAH SELLS,
Supt. Ind. Affs.

Received at Washington, D. C., April 11th, 1866, of Elijah Sells, supt. of Indian affairs, ten hundred & four dollars, in full of the above account.

MRS. A. F. BEVERIDGE,
Proprietress.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 11th day of April, 1866, paid the amount thereof.

ELIJAH SELLS,
Supt. of Ind. Affs.

(Indorsed:) Voucher No. 1. Abstract C. 2d qr., 1866. Washington House. $1,004.

WASHINGTON, D. C., *April 11th*, 1866.

This is to certify that I issued my order to the Choctaw delegation on the 13th day of November, 1865, to proceed to Washington City to fulfil the duties of their appointment, and that their per diem allowances commence from that date.

P. P. PITCHLYNN,
Principal Chief Choctaw Nation.

The United States to R. M. Jones, Dr.

Date.		Dollars.	Cts.
1866.	For this am't allowed per day as delegate for the Choctaw Nation to negotiate treaty with the United States, under instructions from the Choctaw Council submitted to the Ind. Dept. by the Choctaw delegation, & under instructions from the Com'r of Ind. Affs., of April 10th, 1866; said service dating from & including Nov. 13th, 1865, up to & including Feb'y 22d, 1866, being 102 days, at $3 per day	$306	00
	For this am't allowed to April 6th for current & contingent expenses, under same instructions	25	00
		$331	00

Received at Washington, D. C., April 11th, 1866, of Elijah Sells, supt. of Ind. affs., three hundred & thirty-one dollars, in full of the above account.

R. M. JONES.

Witness: B. F. WILLIAMS.
(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 11th day of April, 1866, paid the amount thereof.

ELIJAH SELLS,
Supt. of Ind. Affs.

(Indorsed:) Voucher No. 2. Abstract C. 2d. qr., 1866. R. M. Jones. $331.

The United States to Allen Wright, Dr.

Date.		Dollars.	Cts.
1866.	For this amount allowed per day as delegate for the Choctaw Nation to negotiate treaty with the United States, under instructions from the Choctaw Council, submitted to the Ind. Dep't by the Choctaw delegation, & under instructions from the Com'r of Ind. Aff's of April 10, 1866, said service dating from & including Nov. 13th, 1865, up to and including Feb'y 22d, 1866, being 102 days, at $3 per day	$306	00
	For this am't allowed to April 6th, 1866, for current and contingent expenses, under same instructions	25	00
		$331	00

Received at Washington, D. C., April 11th, 1866, of Elijah Sells, supt. of Ind. affs., three hundred & thirty-one dollars, in full of the above account.

ALLEN WRIGHT.

Witness: B. F. WILLIAMS.
(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 11th day of April, 1866, paid the amount thereof.

ELIJAH SELLS,
Supt. Ind. Affs.

(Indorsed:) Voucher No. 3. Abstract C. 2d qr., 1866. Allen Wright. $331.

The United States to John Page, Dr.

Date.		Dollars.	Cts.
1866.	For this am't allowed per day as delegate for the Choctaw Nation to negotiate treaty with the United States, under instructions from the Choctaw Council submitted to the Ind. Dep't by the Choctaw delegation, & under instructions from the Com'r of Ind. Aff's of April 10th, 1866, said service dating from and including Nov. 13th, 1865, up to and including Feb'y 22d, 1866, being 102 days, at $3 per day	$306	00
	For this am't allowed to April 6th for current and contingent expenses, under same instructions	25	00
		$331	00

Received at Washington, D. C., April 11th, 1866, of Elijah Sells, supt. of Ind. affs., three hundred & thirty-one dollars, in full of the above account.

JOHN PAGE.

Witness: B. F. WILLIAMS.
(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 11th day of April, 1866, paid the amount thereof.

ELIJAH SELLS,
Supt. of Ind. Affs.

(Indorsed:) Voucher No. 4. Abstract C. 2d qr., 1866. John Page. $331.

The United States to James Riley, Dr.

Date.		Dollars.	Cts.
1866.	For this am't allowed per day as delegate for the Choctaw Nation to negotiate treaty with the United States, under instructions from the Choctaw Council, submitted to the Ind. Dep't by the Choctaw delegation, & under instructions from the Com'r of Ind. Aff's of April 10th, 1866, said service dating from & including Nov. 13th, 1865, up to & including Feb'y 22d, 1866, being 102 days, at $3 per day.	$306	00
	For this am't allowed to April 6 for current & contingent expenses, under same instructions.	25	00
		$331	00

Received at Washington, D. C., April 11th, 1866, of Elijah Sells, supt. of Ind. aff'rs, three hundred & thirty-one dollars, in full of the above account.

JAMES RILEY.

Witness: B. F. WILLIAMS.
(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually this 11th day of April, 1866, paid the amount thereof.

ELIJAH SELLS,
Supt. Ind. Aff's.

(Indorsed:) Voucher No. 5. Abstract C. 2d qr., 1866. James Riley. $331.

The United States to Alfred Wade, Dr.

Date.		Dollars.	Cts.
1866.	For this am't allowed per day as delegate for the Choctaw Nation to negotiate treaty with the United States, under instructions from the Choctaw Council, submitted to the Ind. Dep't by the Choctaw delegation, & under instructions from the Com'r of Ind. Aff'rs of April 10th, 1866, said service dating from & including Nov. 13th, 1865, up to & including February 22d, 1866, being 102 days, at $3 per day.	$306	00
	For this amount allowed to April 6th for current & contingent expenses under same instructions.	25	00
		$331	00

Received at Washington, D. C., April 11th, 1866, of Elijah Sells, supt. of Ind. affairs, three hundred & thirty-one dollars, in full of the above account.

ALFRED WADE.

Witness: B. F. WILLIAMS.
(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 11th day of April, 1866, paid the amount thereof.

ELIJAH SELLS,
Supt. Ind. Affs.

(Indorsed:) Voucher No. 6. Abstract C. 2d qr., 1866. Alfred Wade. $331.

The United States to Campbell Leflore, Dr.

Date.		Dollars.	Cts.
1866.	For this am't allowed per day as delegate forthe Choctaw Nation to negotiate treaty with the United States, under instructions from the Choctaw Council, submitted to the Ind. Dep't by the Choctaw delegation, & under instructions from the Com'r of Ind. Aff'rs of April 10th, 1866, said service dating from and including Nov. 13th, 1865, up to & including February 22d, 1866, being 102 days, at $3 per day.	$306	00
	For this am't allowed to April 6th for current & contingent expenses under same instructions.	25	00
		$331	00

Received at Washington, D. C., April 11th, 1866, of Elijah Sells, sup't of Ind. affs., three hundred & thirty-one dollars, in full of the above account.

CAMPBELL LEFLORE,
Sec. of Delegation.

Witness: B. F. WILLIAMS.
(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 11th day of April, 1866, paid the amount thereof.

ELIJAH SELLS,
Supt. of Ind. Affs.

(Indorsed:) Voucher No. 7. Abstract C. 2d qr., 1866. Campbell Leflore. $331.

The United States to Allen Wright, national treasurer Choctaw N., Dr.

Date.		Dollars.	Cents.
	For traveling expenses, board, &c., for 6 delegates, and the same expense for P. P. Pitchlinn, principal chief, in coming from the Choctaw Nation, Indian Territory, to Washington, D. C., at the request of the government, for the purpose of negotiating treaty, and as authorized by the Commissioner of Indian Aff's, to be paid or refunded to them under instructions of April 10th, 1866, based upon a report of Agent Harlan, submitted by the sup't to the department April 7th, 1866.	$979	05

Received, Washington, D. C., April 11th, 1866, of Elijah Sells, superintendent of Indian affairs, nine hundred and seventy-nine $\frac{05}{100}$ dollars, in full of the above account.

$979.05.

ALLEN WRIGHT,
Nat. Treasurer.

Witness: B. F. WILLIAMS.
(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 11th day of April, 1866, paid the amount thereof.

ELIJAH SELLS,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 8. Abstract C. 2d qr., 1866. Allen Wright. $979.05.

The United States to H. S. Benson, National Hotel, Dr.

Date.		Dollars.	Cts.
1866. April 19	For boarding Wm. Hayes while detained in Washington on official business connected with the South'n Supc'y Indian affairs, from Feb'y 14th to April 19th, both days included, being for 65 days, at $3 per day.	195	00
	For fires 40 days, at $1.00 each	40	00
	Washing, 9 weeks	8	80
		$243	80

These expenses were authorized by direction of the Secretary of the Interior under letter of instructions from the Commissioner of Indian Affairs of March 31st, 1866, & August 31, 1866.

ELIJAH SELLS,
Sup't Ind. Aff's.

Received at Washington, D. C., April 19th, 1866, of Elijah Sells, sup't Ind. affairs, two hundred & forty-three $\frac{80}{100}$ dollars, in full of the above account.

H. S. BENSON.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 19th day of April, 1866, paid the amount thereof.

ELIJAH SELLS,
Sup't Ind. Aff's.

(Indorsed:) Voucher No. 9. Abstract C. 2 qr., 1866. H. S. Benson. $243.80.

The United States to William Hayes, Dr.

Date.		Dollars.	Cents.
1866. April 19th	For traveling expenses & board from Washington, D. C., to Lawrence, Kansas:		
	Carriage to depot & baggage at Washington, D. C	1	75
	Fare to Baltimore, 1.50; transfer to depot with baggage, 1.00	2	50
	Supper, 75c; sleeping car, 2.00; breakfast at Altoona, 75c	3	50
20	Dinner at Pittsburg, 1.00; supper at Alliance, 75c	1	75
19	Fare from Baltimore to St. Louis, Mo	33	00
24	Sleeping car to Indianapolis, 2.00; breakfast, 1.50	3	50
25	Dinner at Indianapolis, 2.00	2	00
"	Supper at Carlton, 75c; sleeping car to St. Louis, Mo., 1.00	1	75
"	Transfer from East St. Louis to St. Louis Hotel		75
26	Lodging & breakfast at St. Louis	2	75
"	Omnibus fare & baggage hotel to depot, St. Louis	1	00
"	Dinner at Warrenton, Mo., 1.00; supper at Macon, 90c	1	90
	R. R. fare from St. Louis to St. Joseph	15	75
"	Sleeping car, 1.50; breakfast St. Joseph, 75c	2	25
27	R. R. fare St. Joseph to Weston	2	25
"	Steamboat fare Weston to Wyandott, Kansas	3	00
28th	Supper, lodging, & breakfast at Wyandott	3	00
	Transfer of baggage to hotel & to R. R	1	00
	R. R. fare Wyandott to Lawrence	3	00
	Omnibus fare & baggage from depot Lawrence	1	00
		$87	40

NOTE.—I certify on honor that it was impracticable to obtain sub-vouchers for the items in this account, but that the same is just & true.

WM. HAYES,
Clerk to Sup't Ind. Affairs.

These expenses were authorized under letter of instructions from the Commissioner of Indian Affairs dated March 31st, 1866.

ELIJAH SELLS,
Sup't Ind. Affairs.

Received, Lawrence, Kansas, April 30th, 1866, of Elijah Sells, superintendent of Indian affairs, eighty-seven $\frac{40}{100}$ dollars, in full of the above account.

$87.40.

WILLIAM HAYES.

(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 30th day of April, 1866, paid the amount thereof.

ELIJAH SELLS,
Superintendent of Indian Affairs, Southern Superintendency.

(Indorsed:) Voucher No. 10. Abstract C. 2d qr., 1866. William Hayes. $87.40.

The United States to P. P. Pitchlynn, Dr.

Date.		Dollars.	Cts.
1866.	For this amount allowed to April 6th for current and contingent expenses under instructions from the Commissioner of Ind. Aff's of April 10th, 1866.	$25	00

Received at Washington, D. C., April 11th, 1866, of Elijah Sells, sup't of Ind. aff's, ——— —— dollars, in full of the above account.

P. P. PITCHLYNN.

Witness: B. F. WILLIAMS.
(Triplicates.)

I certify on honor that the above account is correct and just, and that I have actually, this 11th day of April, 1866, paid the amount thereof.

ELIJAH SELLS,
Sup't Ind. Aff's.

(Indorsed:) Voucher No. 11. Abstract C. 2 qr., 1866. P. P. Pitchlynn. $25.00.

No. 2836.]

TREASURY DEPARTMENT,
SECOND AUDITOR'S OFFICE,
July 23d, 1863.

I certify that I have examined and adjusted the account of Peter P. Elder, Ind. agt., and find that he stands charged, viz:

1863.		
March 17.	To balance on settlement	$5,782 06
May 7.	" W. G. Coffin, supt., for am. recd. from him 28 Feby. & 30 June, 1862	900
July 15.	To W. G. Coffin, supt., for am. recd. from him 28 Feby., 30 Sept., & 31 Dec., 1862	4,847 97
	To his debit on the books	$11,530 03
	What he is chargeable:	
	To W. G. Coffin, supt., for am. recd. from him, receipt 9th March, 1863, filed in Second Auditor's Office	3,111 96
	Total to his debits	$14,641 99
	What he is entitled to credits:	
	For am. disb's'd in 2d, 3d, & 4th qrs., 1862, with his salary for the year 1862, less 8\frac{96}{100}$ war tax on his salary from the 1st Sep. to 31 Dec., 1862	13,105 59
	Balance due U. S	$1,536 40
	Fulf. treaties, Six Nations, N. York	112
	" Choctaws	3,111 96
	Trust fund int. due Cherokees, national fund	6 73
	Pay supt. & Ind. agents	518 66
	" interpreters	850
	Provisions for Indians	321 28
	Due U. S	$4,920 63
	Due him:	
	Conting's Ind. dept	40 90
	Buildings, &c., houses for agents	61 64
	Relief of destitute Indians	163
	Fulf. treaties with Senecas	1,084 51
	" Quapaws	1,250 12
	" Senecas & Shawnees	784 06
		3,384 23
	Due U. S	$1,536 40

As appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

E. B. FRENCH,
Second Auditor.

To the SECOND COMPTROLLER OF THE TREASURY.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above this 13th day of October, 1863.

G. BUCKINGHAM,
Actg. Second Comptroller.

AGENCY OF NEOSHO, FORT SCOTT, KANSAS.

DR. *The United States in account current with Peter P. Elder, U. S. Ind'n agent, for the quarter ending December 31st, 1862.* CR.

Date.		Amount.	Date.		Amount.
1862.			1862.		
December 31	To amount of abstract "A"	2,676 97	December 31	By amount due the U. S. at the close of the 3rd quarter of 1862	2,163 44
" "	" " " " "B"	1,839 06	" 28	" " received from W. G. Coffin, sup't Ind'n aff'rs	2,840 00
" "	" " " " "C"	2,572 26	" 31	" debit for a balance due Agent Elder this quarter, as shown by abstracts "A", "B", and "C"	3,111 96
" "	" " " " "D"	852 54			
" "	" " " " "E"	34 30			
" "	" " due the United States	140 27			
		8,115 40			8,115 40
	To balance due Agent Elder, bro't down, as shown by abstracts "A", "B", and "C"	*3,111 96		By balance due the United States, bro't down, under the following heads of appropriation, viz: Provisions for Indians, $40 14c.; pay of interpreter, $100; contingencies, 13c	140 27

* Superintendent Coffin, per letter from Indian Office, April 29th, 1863, was directed to turn over to Agent Elder $3,111.96.

I certify on honor that the above account is just and true, as stated; that the disbursements have been faithfully made for the objects expressed in the vouchers; and that the accounts given embrace all the public money received by me and not heretofore accounted for.

PETER P. ELDER, *U. S. Ind'n Ag't.*

OFFICE OF NEOSHO AGENCY,
Fort Scott, Kansas, December 31st, 1862.

TRIBE, QUAPAW.

Abstract of disbursements made by Peter P. Elder, U. S. Ind'n Ag't, in the quarter ending December 31st, 1862, for treaty stipulations and destitute refugee supplies.

Date.	No. of vouch'r.	To whom paid.	For what paid.	Heads of account.				
				Blacksmiths & assistants.	Iron, steel, &c.	Farmer.	Trust fund int. due Cher. Na. fund.	Amount.
1862.								
December 21	1	Mrs. Mary Scott ..	Provisions	.....	.....	.....	.....	28 42
November 30	2	H. F. Sheldon	....do.....	.....	.....	.....	.....	923 48
October 7	3	T. W. Ruffin	Transportation.....	.....	.....	.....	.....	72 00
December 13	4	S. G. Valier	Beef and pork	.....	.....	.....	.....	85 35
October 5	5	J. G. Stuart	Transportation.....	.....	.....	.....	.....	7 50
November 26	6	Wm. L. Morrow ..	Beef.....	.....	.....	.....	.....	651 15
" 25	7	G. W. E. Griffith ..	Provisions	.....	.....	.....	.....	909 07
			Amount disbursed ..	.....	.....	.....	.....	2,676 97
			On hand last quarter	270 00	27 38	299 47	6 73	603 58
			Amount received during the quarter.	420 00	110 00	300 00	.....	830 00
			Total on hand...	690 00	137 38	599 47	6 73	*$1,433 58
			Balance applicable to next quarter (due agent).	.....	.....	.....	.....	1,243 39

* The within total on hand has been applied to the payment of supplies for Quapaw Refugee Indians s per instructions from Sup't Coffin.

I certify that the above abstract is correct and true.

PETER P. ELDER,
U. S. Ind'n Ag't.

The United States to Mrs. Mary Scott, Dr.

1862.		Dollars.	Cents.
Dec, 21.	For five hundred and ninety-eight lbs. flour, @ four dollars per hund., twenty-three $\frac{92}{100}$ dol.	$23	92
" "	" three hundred pounds corn meal, @ $1.50.....	" 4	50
	Delivered to destitute refugee Quapaw Indians in Aug., 1862, & not paid before for want of funds.		
	Total, twenty-eight $\frac{42}{100}$ dol.....	$28	42

Received at Neosho Agency, Dec. 21, 1862, of Peter P. Elder, U. S. Indian agent, twenty-eight $\frac{42}{100}$ dollars, in full of his account.
$28.42.

MARY SCOTT.

(Signed in quadruplicate.)

I certify on honor that the above account is correct and just, and that I have actually, this 21 day of December, A. D. 1862, paid the amount thereof.

PETER P. ELDER,
United States Indian Agent.

(Indorsed:) Voucher No. one. Abstract A. Fourth qr., 1862. Supplies for Refugee Quapaw. $28.42. Mary Scott.

The United States to H. F. Sheldon, Dr.

1862. Nov. 30th.	For eleven thousand one hundred and two (11,102) lbs. flour, @ $4.00	444 08
"	three thousand eight hundred and seventy-eight (3,878) lbs. beef (nett), @ 4½c. pr. lb	174 51
"	five hundred and nineteen (519) lbs. salt pork, @ 5½c	28 54
"	two hundred bushels corn, @ 50c. per bush'l	100 00
"	four thousand and fifty (4,050) lbs. corn meal, @ $1.50 per 100 lbs	60 75
"	one thousand seven hundred and sixty (1,760) lbs. bacon @ 6c.	105 60
"	one heavy coat, @ 10$	10 00
	Nine hundred and twenty-three $\frac{48}{100}$ dollars	923 48

Delivered to destitute Quapaw Refugee Indians during the 4th quarter of 1862 (to December 1st, '62).

P. P. ELDER,
U. S. Ind. Agent.

Received at Neosho Agency, November 30th, 1862, of Peter P. Elder, U. S. Indian agent, nine hundred and twenty-three $\frac{48}{100}$ dollars, in full of his account.
$923.48.

H. F. SHELDON.

I certify on honor that the above account is correct and just, and that I have actually, this 30th day of November, 1862, paid the amount thereof, and that the provisions were purchased in market prior to letting of contract, & prices are mostly below contract prices.
Washington, Feb. 28, '63.

PETER P. ELDER,
U. S. Neosho Ind. Agent.

(Indorsed:) Voucher No. 2. Abstract A. 4th qr., 1862. $923.48. Provisions for destitute Quapaw. H. F. Sheldon.

The United States to T. W. Ruffin, Dr.

1862. Oct. 7.	To his services with four teams and drivers, eight days each, moveing Quapaw Indians from Fort Scott to Ottawa Reservation, 65 miles, and returning, at two $\frac{25}{100}$ dol. per day each, said Indians being destitute of sufficient transportation	$72 00
	Total (seventy-two dol.)	$72 00

Received at Neosho Agency, Fort Scott, Oct. 7, 1862, of Peter P. Elder, U. S. Indian agent, seventy-two dollars, in full of his account.
$72.00.

T. W. RUFFIN.

(Signed in triplicate.)

I certify on honor that the above account is correct and just, and that I have actually, this 7th day of October, 1862, paid the amount thereof.

PETER P. ELDER,
U. S. Ind. Agent.

(Indorsed:) Voucher No. 3. Abstract A. 4 qr., 1862. $72.00. T. W. Ruffin. Transportation.

The United States to S. G. Valier, Dr.

1862.		Dollars.	Cents.
December 13th.	For sixteen hundred and seventy (1,670) lbs. beef (nett), @ 4½c. per lb.	75	15
	" one hundred and & seventy lbs. (170) bacon, @ 6c. per lb.....	10	20
	Eighty-five $\frac{35}{100}$ dol. Delivered to destitute Refugee Quapaw Indians in June, 1862, & not paid before for want of funds.		
	Total.....	$85	35

Received at Neosho Agency, December 13th, 1862, of Peter P. Elder, U. S. Indian agent, eighty-five $\frac{35}{100}$ dollars, in full of his account. $85.35.

S. G. VALIER.

(Signed in quadruplicate.)

I certify on honor that the above account is correct and just, and that I have actually, this 13 day of December, A. D. 1862, paid the amount thereof.

PETER P. ELDER,
United States Indian Agent.

Was purchased in market for their immediate relief.

P. P. ELDER,
U. S. Ind. Agent.

(Indorsed:) Voucher No. 4. Abstract A. 4th qr., 1862. Supplies for Refugee Quapaw Indians. $85.35. S. G. Valier.

The United States to John G. Stuart, Dr.

1862. Oct. 5.	For one team three days at two $\frac{50}{100}$ dol. per day, transportation for moving Quapaw Refugee Indians from Fort Scott to Ottawa Reservation, distance 65 miles, seven $\frac{50}{100}$ dollars.....	$7 50
	Said Indians being destitute of sufficient tr'sportation.	
	Total.....	$7 50

Received at Neosho Agency, Fort Scott, Oct. 5th, 1862, of Peter P. Elder, U. S. Indian agent, seven $\frac{50}{100}$ dollars, in full of his account. $7.50.

J. G. STUART.

(Signed in triplicate.)

I certify on honor that the above account is correct and just, and that I have actually this 5th day of October, 1862, paid the amount thereof.

PETER P. ELDER,
U. S. Ind. Agent.

(Indorsed:) Voucher No. 5. Abstract A. 4th qr., 1862. $7.50. J. G. Stewart. Transportation Quapaw Refugee.

The United States to Wm. L. Morrow, Dr.

1862.		Dollars.	Cents.
Nov. 26th	For fourteen thousand four hundred and seventy (14,470) lbs. beef (nett), @ $4.50 per 100 lbs., six hundred and fifty-one $\frac{15}{100}$ dol. Delivered to destitute Refugee Quapaw Indians during 4th qr., 1862.	$651	15
	Total	$651	15

Received at Neosho Agency, November 26th, 1862, of Peter P. Elder, U. S. Indian agent, six hundred and fifty-one $\frac{15}{100}$ dollars, in full of his account.

$651.15.

WM. L. MORROW.

(Signed in quadruplicate.)

I certify on honor that the above account is correct and just, and that I have actually, this 26th day of November, A. D. 1862, paid the amount thereof.

PETER P. ELDER,
United States Indian Agent.

The articles were purchased in market prior to letting contract.

P. P. ELDER,
U. S. Ind. Agent.

WASHINGTON, *Feb. 28th*, 1861.

(Indorsed:) Voucher No. 6. Abstract A. Fourth qr., 1862. Supplies for Refugee Quapaw Indians. $651.15. Wm. L. Morrow.

The United States to G. W. E. Griffith, Dr.

1862.		Dollars.	Cents.
Nov. 25	To seventy-three (73) lbs. bacon, @ 6c. per lb	4	38
	" five thousand eight hundred (5,800) lbs. corn-meal, @ $1.50 per 100 lb	87	00
	" one hundred and twelve (112) lbs. coffee, @ 35c. per	39	20
	" sixty-five (65) lbs. sugar, @ 15c. per lb	9	75
	" ninety lbs. tobacco, @ 70	63	00
	" two bbls. salt, @ $9.50 per bbl	19	00
	" two lbs. pepper, @ 30 " lb		60
	" one lb. soda, " 15 " "		15
	" one butcher knife		40
	" three axes, @ $1.25	3	75
	" Fifteen thousand one hundred and fifty-two (15,152) lbs. beef, nett, at $4.50 per 100 lbs.	681	84
	Delivered to the destitute Refugee Quapaw Indians during the 4th quarter of A. D. 1862, to Dec. 1st.		
	Total	$909	07

Received, at Neosho Agency, November 25th, 1862, of Peter P. Elder, U. S. Indian agent, nine hundred and nine & $\frac{07}{100}$ dollars, in full of his account.

$909.07.

G. W. E. GRIFFITH.

(Signed in quadruplicate.)

I certify on honor that the above account is correct and just, and that I have actually, this 25th day of November, A. D. 1862, paid the amount

thereof, & that the articles were purchased in market prior to letting contract.

PETER P. ELDER,
United States Indian Agent.

(Indorsed:) Voucher No. 7. Abstract A. Fourth qr., 1862. Quapaw Refugee Indian supplies. $909.07. G. W. E. Griffith.

TRIBE, SENECAS AND SHAWNEES.

Abstract of disbursements made by Peter P. Elder, U. S. Ind'n Agt., in the quarter ending December 31st, 1862, for treaty stipulations.

Date.	No. of vouch'r.	To whom paid.	For what paid.	Heads of account.			Amount.
				Annuity.	Blacksmiths & assistants.	Iron, steel, &c.	
1862.							
November 20	1	G. W. E. Griffith	Provisions				314 09
" 26	2	Wm. L. Morrow	Beef				346 05
October 31	3	A. M. McDonald & Co.	Sundries				141 06
December 28	4	Drake & Thorington	Provisions				79 02
" 30	5	J. Gadd	Beef				551 25
November 26	6	Jerry Crow	Provisions				41 49
" 30	7	H. F. Sheldon	do				341 10
December 30	8	Lewis Davis	do				25 00
			Amount disbursed				1,839 06
			On hand last quarter	150 00	210 00	165 00	
			Amount received during the quarter.		420 00	110 00	
			Total on hand	150 00	630 00	275 00	*1,055 00
			Balance applicable to next quarter (due agents).				784 06

* The within amount total on hand has been applied to the payment of supplies for Seneca & Shawnee Refugee Indians as instructed by Sup't Coffin.

I certify that the above abstract is correct and true.

PETER P. ELDER,
U. S. Indian Agent.

The United States to G. W. E. Griffith, Dr.

1862.		Dollars.	Cents.
Nov. 20	To one *one* hundred and seventy-nine (179) lbs. bacon, @ 6c. per lb	10	74
	" two thousand (2,000) corn meal, @ $1.50 p'r 100	30	00
	" fifty-eight (58) lbs. coffee, @ 35 per lb	20	30
	" one hundred & fifteen (115) lbs. sugar, @ 15 p'r lb	17	25
	" fifty (50) lbs. tobacco, @ 70c. p'r lb	35	00
	" one bbl. salt, @ $9.50	9	50
	" two bottles cherry pectoral, @ $1.00 each	2	00
	" one lb. pepper, @ 30		30
	" four thousand two hundred (4,200) lbs. beef (nett), at $4.50 per 100 lbs	189	00
	Delivered to the destitute Refugee Seneca & Shawnee Indians during the 4th quarter of 1862 to Dec. 1st.		
	Total	$314	09

Received, at Neosho Agency, November 20th, 1862, of Peter P. Elder, U. S. Indian agent, three hundred and fourteen & $\frac{09}{100}$ dollars, in full of his account.

$314.09.

G. W. E. GRIFFITH.

(Signed in quadruplicate.)

I certify on honor that the above account is correct and just, and that I have actually, this 20th day of November, A. D. 1862, paid the amount thereof, & that the articles were purchased in market prior to letting contract.

P. P. ELDER,
U. S. Ind. Agent.

WASHINGTON, *Feb.* 27th, 1863.

(Indorsed:) Voucher No. one. Abstract B. Fourth qr., 1862. Seneca & Shawnee Refugee Indian supplies. $314.09. G. W. E. Griffith.

The United States to Wm. L. Morrow, Dr.

1862.		Dollars.	Cents.
Nov. 26	To seven thousand six hundred and ninety (7,690) lbs. beef (nett), at $4.50 per lb. 100. Three hundred and forty-six $\frac{05}{100}$ dol. Delivered to the destitute Refugee Seneca & Shawnee Indians during the 4th quarter of 1862.	346	05
	Total	346	05

Received, at Neosho Agency, November 26th, 1862, of Peter P. Elder, U. S. Indian agent, three hundred and forty-six & $\frac{05}{100}$ dollars, in full of his account.

$346.05.

WM. L. MORROW.

(Signed in quadruplicate.)

I certify on honor that the above account is correct and just, and that I have actually, this 26th day of November, A. D. 1862, paid the amount thereof, & that the articles were purchased in market prior to letting contract.

P. P. ELDER,
U. S. Ind. Agent.

WASHINGTON, *Feb.* 28th.

(Indorsed:) Voucher No. 2. Abstract B. Fourth qr., 1862. Supplies for destitute Seneca & Shawnee Indians. 346.05. Wm. L. Morrow.

The United States to A. McDonald & Co., Dr.

1862.
October 31st. For goods and provisions furnished the destitute Refugee Seneca & Shawnee Indians within the Neosho Agency during 3rd qu'r 1862, as follows:

" 1,350 lbs. flour, @ $4.00	$54 00
" 599⅓ lbs. bacon, " 6c	35 96
" 12 lbs. coffee, " 30c	3 60
" 15 lbs. sugar, 16⅔	2 50

For 10 lbs. tobacco, 50c	5 00
" 20 bus. corn, 50c	10 00
" 30 yds. domestic, 16⅔	5 00
" 10 pr. shoes, $1½	15 00
" 30 yds. calico, 16⅔	5 00
" 12½ " tweed, 40c	5 00
One hundred & forty-one and $\frac{06}{100}$ doll's. Total	$141 06

Not paid before from want of funds.

Received at Neosho Agency, Fort Scott, October 31, 1862, of Peter P. Elder, U. S. Indian agent, one hundred and forty-one and $\frac{06}{100}$ dollars, in full of his account.

$141.06.

A. McDONALD & CO.

I certify on honor that the above account is correct and just, and that I have actually this 31st day of October, 1862, paid the amount thereof, and that the goods were necessary for the immediate relief of said Indians, and were as cheap as could be purchased in the market.

PETER P. ELDER,
U. S. Neosho Ind. Agent.

(Indorsed:) Voucher No. 3. Abstract B. 4th qr., 1862. $141.06. A. McDonald & Co. Refugee Seneca & Shawnees.

The United States to Drake, Thorington & Co., Dr.

1862.		
Jun. 30th.	For 112½ lbs. flour, @ $4.00	4 50
	" 33⅓ " coffee, " 30c	10 00
	" 30 " sugar " 16⅔	5 00
	" 467 " bacon " 6c	28 02
	" 8 prs. summer pants, $2.50	20 00
	" 69 yds. calico, @ 16⅔c	11 50
		79 02
	For destitute Refugee Seneca & Shawnee Indians, dl. in Jun., 1862, 2d qr. 1862, and not paid before for want of funds.	
	Total	79 02

Received at Neosho Agency, Decem. 28th, 1862, of Peter P. Elder, U. S. Indian agent, seventy-nine $\frac{02}{100}$ dollars, in full of his account.

$79.02.

DRAKE, THORINGTON & CO.

(Signed in triplicate.)

I certify on honor that the above account is correct and just, and that I have actually this 28th day of December, 1862, paid the amount thereof, & were purchased in market prior to letting contract.

PETER P. ELDER,
U. S. Neosho Ind. Agent.

(Indorsed:) Voucher No. 4. Abstract B. 4th qr., 1862. $79.02. Provisions for destitute Sen. & Shawnee. Drak & Thorington & Co.

The United States to John Gadd, Dr.

1862.
July 10th. For twenty-four thousand five hundred (24,500) lbs. (gross) of beef, *a* 2¼ c. per lb., five hundred and fifty-one $\frac{25}{100}$ dols..... $551 25
Delivered to destitute Refugee Seneca & Shawnee during 3d qr., 1862.

Total..... $551 25

Received at Neosho Agency, December 30th, 1862, of Peter P. Elder, U. S. Indian Agent, five hundred and fifty-one $\frac{25}{100}$ dollars, in full of his account.
$551.25.

JOHN GADD.

(Signed in triplicate.)

I certify on honor that the above account is correct and just, and that I have actually, this 30th day of December, 1862, paid the amount thereof, & were purchased in market prior to letting contract.
WASHINGTON, *Feb.* 28, '63.

P. P. ELDER,
U. S. Ind. Agt.

(Indorsed:) Voucher No. 5. Abstract B. 4 qr., 1862. $551.25. Supplies for Refugees Senecas & Shawnees. J. Gadd.

The United States to Jerry Crow, Dr.

1862.			Dollars.	Cents.
Sept. 5th.	For one hundred & sixty-six & one-half lbs. (166½) bacon	@ 6c.	9	99
" "	" ten lbs. coffee	@ 30c.	3	00
" "	" twenty-flour lbs. sugar	" 12½c.	3	00
" "	" four hundred lbs. flour	" $3.75	15	00
" "	" five lbs. soda	" 10c.		50
" "	" five hundred lbs. corn meal	@ $1.30	6	50
" "	" fifty-eight & ⅓ lbs. bacon	" 6c.	3	50
	Delivered to Seneca and Shawnee destitute Refugee Indians, & not paid before for want of funds.			
	Total		$41	49

Received at Neosho Agency, Nov. 26, 1862, of Peter P. Elder, U. S. Indian agent, forty-one $\frac{49}{100}$.
$41.49.

JERRY CROW, his x mark.

Witness: SIMON DARION,
Interpreter.

(Signed in quadruplicate.)

I certify on honor that the above account is correct and just, and that I have actually, this 26 day of Nov., A. D. 1862, paid the amount thereof.

PETER P. ELDER,
United States Indian Agent.

Purchased in market prior to letting contract.

P. P. ELDER,
U. S. Ind. Agt.

WASHINGTON, *Feb.* 28.

(Indorsed:) Voucher No. 6. Abstract B. Fourth qr., 1862. Seneca & Shawnee Refugee Indians' supplies. $41 49. Jerry Crow.

The United States to H. F. Sheldon, Dr

1862.		Dollars.	Cents.
Nov. 30th.	For three thousand three hundred and forty-six (3,346) lbs. flour @ $4.00 per 100 lbs.	133	84
	For twelve hundred & seventy-eight (1,278) lbs. beef, (nett) @ 4½c. per lb.	57	51
	" seven hundred and fifty-four lbs. salt pork, (754) @ 5½c	41	47
	" twenty-five bush. corn, @ 50c	12	50
	" five thousand (5,000) lbs. corn meal, @ $1.30 per 100 lbs	65	00
	" five hundred and thirteen (513) lbs. bacon, @ 6c	30	78
	Delivered to destitute refugee Seneca & Shawnee Indians, during the 3rd & 4th qurs. 1862, and not paid before for want of funds.		
	Total	$341	10

Received at Neosho Agency, November 30th, 1862, of Peter P. Elder, U. S. Indian agent, three hundred and forty-one $\frac{10}{100}$ dollars, in full of his account.

$341.10.

H. F. SHELDON.

(Signed in quadruplicate.)

I certify on honor that the above account is correct and just, and that I have actually, this 30th day of November, A. D. 1862, paid the amount thereof.

PETER P. ELDER,
United States Indian Agent.

Purchased in market prior to letting contract for their immediate relief.

P. P. ELDER,
U. S. Ind. Agent.

WASHINGTON, *Feb.* 28.

(Indorsed:) Voucher No. 7. Abstract B. Fourth qr., 1862. Supplies for destitute Seneca and Shawnee Indians. $341.10. H. G. Sheldon.

The United States to Lewis Davis, Dr.

1862.		Dollars.	Cents.
June 30th	For four hundred lbs. flour, @ $4.00 per hundred	16	00
	" 100 lbs. bacon @ 6c.	6	00
	" five " coffee " 30c.	1	50
	" ten " sugar " 15c.	1	50
	Twenty-five dollars	25	00
	Delivered to destitute refugee Seneca & Shawnee Indians at Fort Scott in June, 1862.		
	Total	$25	00

Received at Neosho Agency, December 30th, 1862, of Peter P. Elder, U. S. Indian agent, twenty-five dollars, in full of his account.

$25.00.

LEWIS DAVIS.

(Signed in quadruplicate.)

I certify on honor that the above account is correct and just, and that I have actually, this 30th day of December, A. D. 1862, paid the amount thereof.

PETER P. ELDER,
United States Indian Agent.

Purchased in market prior to letting the contract & for their immediate relief.

P. P. ELDER,
U. S. Ind. Agt.

WASHINGTON, *Feb.* 28.

(Indorsed:) Voucher No. 8. Abstract B. Fourth qr., 1862. Supplies for destitute Seneca & Shawnee Indians. $25.00. Lewis Davis.

TRIBE, SENECA.

Abstract of disbursements made by Peter P. Elder, U. S. Ind'n agent, in the quarter ending December 31st, 1862, for treaty stipulations.

Date.	No. of vouch'r.	To whom paid.	For what paid.	Heads of account.				Amount.
				Annuity.	Blacksmiths & assistants.	Iron, steel, &c.	Miller.	
1862.								
December 11	1	Benjamin Toucy	Beef					22 50
" 30	2	Wilson, Gordon & Ray.	Osnaburgs					27 39
" 29	3	John Gadd	Beef					551 25
October 22	4	John Hendricks	Sundries					55 01
November 30	5	H. F. Sheldon	do					480 31
December 21	6	Mrs. Mary Scott	Flour					13 00
November 15	7	G. W. E. Griffith	Sundries					261 79
October 31	8	A. McDonald & Co	do					514 96
November 26	9	Wm. M. Morrow	Beef					346 05
December 20	10	John Winney	Services as blacksmith.					300 00
			Amount disbursed					2,572 26
			On hand last quarter.	125 00	55 37	27 38	450 00	657 75
			Amount received during the quarter.		420 00	110 00	300 00	830 00
			Total on hand	125 00	475 37	137 38	750 00	*1,487 75
			Balance applicable to next quarter (due agent).					1,084 51

* The within amount, total on hand, has been applied to the payment of supplies for Seneca refugee Indians, as instructed by Supt. Coffin.

I certify that the above abstract is correct and true.

PETER P. ELDER,
United States Ind'n Agt.

The United States to Benjamin Toucy, Dr.

1862.
Aug. 18. For five hundred bbs. beef (nett) *a* four & one-half cents per pound, delivered to Seneca tribe of destitute refugee Indians during 3d qr., 1862, twenty-two $\frac{50}{100}$ dol $22 50

Total $22 50

WASHINGTON, *Feb.* 28.

I certify on honor that the articles were pu'chased in market and were for their immediate relief.

P. P. ELDER,
U. S. Ind. Agent.

Received at Neosho Agency, Fort Scott, Dec. 11, 1862, of Peter P. Elder, U. S. Indian agent, twenty-two $\frac{50}{100}$ dollars, in full of his account.
$22.50.

BENJAMIN TOUCEY.

(Signed in triplicate.)

I certify on honor that the above account is correct and just, and that I have actually, this 11 day of December, 1862, paid the amount thereof.

PETER P. ELDER,
U. S. Neosho Ind. Agt.

(Indorsed:) Seneca. Voucher No. 1. Abstract C. 4th qr., 1862. $22.50. Benj. Toucy.

The United States to Wilson, Gordon & Ray, Dr.

1862.		
August 15.	To 83 yds. Ozenburgh, 33, for the destitute refugee Seneca Indians within the Neosho Agency for tents	$27 39
	Total (twenty-seven $\frac{39}{100}$ dol.)	$27 39

WASHINGTON, *Feb.* 28.

I certify that the articles were purchased in market, were necessary for their immediate relief.

P. P. ELDER.
U. S. Ind. Agt.

Received at Neosho Agency, Fort Scott, Dec. 30, 1862, of Peter P. Elder, U. S. Indian agent, twenty-seven $\frac{39}{100}$ dollars, in full of his account.
$27.39.

WILSON, GORDON & RAY.

(Signed in triplicate.)

I certify on honor that the above account is correct and just, and that I have actually, this 30th day of December, 1862, paid the amount thereof.

PETER P. ELDER.
U. S. Ind. Agent.

(Indorsed:) Voucher No. 2. Abstract C. 4 qr., 1862. 27.39. Cloth for destitute Seneca. Wilson, Gordon & Ray.

The United States to John Gadd, Dr.

1862.		
July 10th.	For twenty-four thousand five hundred (24,500) lbs. (gross) of beef at $2\frac{1}{4}$ c. per lb., (five hundred and fifty-one $\frac{25}{100}$ dol.) Delivered to destitute refugee Seneca Indians during 3d qr., 1862	$551 25
	Total	$551 25

Received at Neosho Agency, December 29th, 1862, Peter P. Elder, U. S. Indian agent, five hundred and fifty-one $\frac{25}{100}$ dollars, in full of his account.

$551.25.

JOHN GADD.

(Signed in triplicate.)

I certify on honor that the above account is correct and just, and that I have actually, this 29th day of December, 1862, paid the amount thereof.

PETER P. ELDER.
U. S. Ind. Agent.

WASHINGTON, *Feb.* 28.

Purchased in the market prior to letting contract for their immediate relief.

P. P. ELDER,
U. S. Ind. Agent.

(Indorsed:) Voucher No. 3. Abstract C. 4th qr., 1862. $551.25. Supplies for Seneca refugees. J. Gadd.

The United States to John Hendrix, Dr.

1862.		Dollars.	Cents.
Sept. 13 to Oct. 22	For five hundred lbs. flour, @ $4.00	20	00
	" 18½ lbs. sugar, " 15c	2	78
	" fifteen & one-fourth lbs. tobacco, " 60c	9	15
	" nine & one-third " coffee, " 30c	2	80
	" one hundred & eighty-eight lbs. bacon (188), @ 6c	11	28
	" one bbl. salt, " $6.00	6	00
	" twenty-two lbs. soda, " 10c	2	20
	" four " pepper, " 20c		80
	Delivered to destitute refugee Seneca Indians, & not paid before for want of funds.	$55	01

Received at Neosho Agency, October 22d, 1862, of Peter P. Elder, U. S. Indian agent, fifty-five & $\frac{01}{100}$ dollars, in full of his account.

$55.01.

JOHN HENDRIX.

(Signed in quadruplicate.)

I certify on honor that the above account is correct and just, and that I have actually, this 22d day of October, A. D. 1862, paid the amount thereof.

PETER P. ELDER,
United States Indian Agent.

Purchased in market for immediate relief of said Indians.

P. P. ELDER,
U.S. Ind. Agent.

WASHINGTON, Feb. 28.

(Indorsed:) Voucher No. 4. Abstract C. Fourth qr., 1862. Seneca refugee supplies. $55.01. John Hendrix.

The United States to H. F. Sheldon, Dr.

1862.		Dollars.	Cts.
Nov. 30th	For three thousand six hundred (3,600) lbs. flour, @ $4.00	144	00
	" two thousand one hundred (2,100) lbs. beef (nett), @ 4½c. per lb	94	50
	" fifty bushels corn @ 50c	25	00
	" six thousand two hundred and twenty-five (6,225) lbs. corn meal, @ $1.30 per 100 lbs.	80	92
	" nine hundred and thirty-two lbs bacon (932), @ 6c	55	92
	" fourteen hundred and fifty-four (1,454) lbs. salt pork, @ 5½c	79	97
	Delivered to destitute refugee Seneca Indians during 3d & 4th qrs., 1862, & not paid before for want of funds.		
	Total	480	31

Received at Neosho Agency, November 30th, 1862, of Peter P. Elder, U. S. Indian agent, four hundred and eighty $\frac{31}{100}$ dollars, in full of his account.

$480.31.

H. F. SHELDON.

(Signed in quadruplicate.)

I certify on honor that the above account is correct and just, and that I have actually, this 30th day of November, A. D. 1862, paid the amount thereof.

PETER P. ELDER,
United States Indian Agent.

WASHINGTON, *Feb.* 28.

The above articles were purchased in market for immediate relief of Indians.

P. P. ELDER,
U. S. Ind. Age't.

(Indorsed:) Voucher No. 5. Abstract C. Fourth qr., 1862. Supplies for destitute Seneca Indians. $480.31. H. F. Sheldon.

The United States to Mrs. Mary Scott, Dr.

1862.		Dollars.	Cts.
Dec. 21	To four hundred pounds flour, @ 3\frac{25}{100}$ per 100 lbs., thirteen dols	13	00
	Delivered to destitute Refugee Seneca Indians in July, 1862, on Spring River, for their immediate relief.		
	Total	$13	00

Received at Neosho Agency, December 21st, 1862, of Peter P. Elder, U. S. Indian agent, thirteen dollars, in full of his account.

$13.00.

MARY SCOTT.

(Signed in Quadruplicate.)

I certify on honor that the above account is correct and just, and that I have actually, this 21st day of December, A. D. 1862, paid the amount thereof.

PETER P. ELDER.
United States Indian Agent.

(Indorsed:) Voucher No. 6. Abstract C. Fourth qr., 1862. Supplies for Refugee Senecas. $13.00. Mary Scott.

The United States to G. W. E. Griffith, Dr.

1862.		Dollars.	Cts.
Nov. 15	To three thousand one hundred (3,100) lbs. corn meal, @ $1.50 per 100 lbs	46	50
	" one hundred and twenty-nine (129) lbs. bacon, @ 6c. per lb	7	74
	" fifty-eight (58) lbs. coffee, @ 35c. per lb	20	30
	" thirteen lbs. sugar, @ 15c. per lb	1	95
	" twelve (12) lbs. tobacco, @ 70c. per lb	8	40
	" one-half bbl. salt, @ $9.50	4	75
	" " " lb. pepper, @ 30c		15
	" one bottle cherry pectoral, @ $1.00	1	00
	" three thousand eight hundred (3,800) lbs. beef (nett), @ $4.50 per 100 lbs	171	00
	Delivered to the destitute refugee Seneca Indians during the 4th quarter of 1862 to Dec. 1st for their immediate relief.		
	Total	$261	79

Received at Neosho Agency, November 15th, 1862, of Peter P. Elder U. S .Indian agent, two hundred and sixty-one and $\frac{79}{100}$ dollars, in full of his account.

$261.79.

G. W. E. GRIFFITH.

(Signed in quadruplicate.)

I certify on honor that the above account is correct and just, and that I have actually, this 15th day of November, A. D. 1862, paid the amount thereof.

PETER P. ELDER,
United States Indian Agent.

(Indorsed:) Voucher No. 7. Abstract C. Fourth qr., 1862. Seneca refugee Indian supplies. $261.79. G. W. E. Griffith.

United States to A. McDonald & Co., Dr.

1862.
October 31st. For goods and provisions furnished the destitute refugee Seneca Indians within the Neosho Agency during 3d qr., 1862, as follows:

"	4,868	lbs.	flour,	*a* $4.00	194 72
"	1,909	"	bacon,	" 6 c	114 54
"	72⅓	"	coffee,	" 30 c	21 70
"	72	"	sugar,	" 16⅔c	12 00
"	29	"	tobacco,	" 50 c	14 50
"	85	bus.	corn,	" 50 c	42 50
"	60	yds.	domestic,	" 16⅔c	10 00
"	29½	"	drilling,	" 25 c	7 37½
"	72¾	"	calico,	" 16⅔	12 12½
"	65	"	tweed,	" 40 c	26 00
"	1	pr.	pants,		6 00
"	1	"	do.		3 00
"	20	"	w. shoes,	" $1¼	25 00
"	2	"	m. do.	" 1½	3 00
"	10	hickey shirts,		75 c	7 50
"	3	summer coats,		" 1.66⅔	5 00
"	2	do.		5.00	10 00

Five hundred and fourteen $\frac{96}{100}$ dol. Total $514 96

Not paid before for want of funds.

Received at Neosho Agency, Fort Scott, October 31st, 1862, of Peter P. Elder, U. S. Indian agent, five hundred and fourteen $\frac{96}{100}$ dollars, in full of his account.

$514.96.

A. McDONALD & CO.

I certify on honor that the above account is correct and just, and that I have actually, this 31st day of October, 1862, paid the amount thereof, and that the goods were necessary for the immediate relief of said Indians, and were as cheap as could be purchased in the market.

PETER P. ELDER,
U. S. Neosho Ind. Agent.

(Indorsed:) Voucher No. 8. Abstract C. 4th qr., 1862. $514.96. A. McDonald & Co. Provisions. Refugee Seneca.

The United States to Wm. L. Morrow, Dr.

1862.		Dollars.	Cents.
Nov. 26th	To seven thousand six hundred and ninety (7,690) lbs. beef (nett), @ $4.50 per 100 lbs., three hundred and forty-six $\frac{05}{100}$ dol. Delivered to destitute refugee Seneca Indians during 3d & 4th qr., 1862, for their immediate relief.	$346	05
	Total	$346	05

Received at Neosho Agency, November 26th, 1862, of Peter P. Elder, U. S. Indian agent, three hundred and forty-six $\frac{05}{100}$ dollars, in full of his acount.
$346.05.

WM. L. MORROW.

(Signed in quadruplicate.)

I certify on honor that the above account is correct and just, and that I have actually, this 26th day of November, A. D. 1862, paid the amount thereof.

PETER P. ELDER,
United States Indian Agent.

(Indorsed:) Voucher No. 9. Abstract C. Fourth qr., 1862. Supplies for refugee Seneca Indians. $346.05. W. L. Morrow.

The United States to John Winney, Dr.

1862.		Dollars.	Cents.
Dec. 20th	For his services as blacksmith for Seneca tribe of Indians from the first day of January, 1862, to 30th of June, both inclusive, being for 1st & second quarters, 1862, at six hundred dollars per annum, three hundred dol.	300	00
	Total	$300	00

Received at Neosho Agency, December 20th, 1862, of Peter P. Elder, U. S. Indian agent, three hundred dollars, in full of his account.
$300.00.

JOHN WINNEY, his x mark.

Witness: SAM. N. HOWE.
(Signed in quadruplicate.)

I certify on honor that the above account is correct and just, and that I have actually, this 20 day of December, A. D. 1862, paid the amount thereof.

PETER P. ELDER,
United States Indian Agent.

(Indorsed:) Voucher No. 10. Abstract C. Fourth qr., 1862. Seneca blacksmith. 1 & 2 qr., 1862. $300.00. John Winney.

Invoice of supplies bought by Sup't Wm. G. Coffin and Special Agent Wm. Kile for the benefit of the Southern Refugee Indians in Kansas during the 1st quarter ending March 31st, 1862, viz:

21	bushels dried apples.
729	lbs. do. do.
3½	dozen axes.
15,894	lbs. slaughtered beef.
863	head beeves.
1	" do.
15,146½	lbs. bacon.
43	lbs. do.
98½	bushels beans.
3,341½	pairs blankets.
8¼	dozen tin buckets.
1,706	pairs boys' brogans.
415	pairs children's & youths' do.
2,390	" men's do.
96	" " boots.
707	" women's do.
200	teamsters' bags.
8/12	gr. gro. pants buttons.
13 8/12	gr. gro. agate buttons.
12	packing barrels.
12	dry-good boxes.
6,752⅔	bushels corn.
373	do. do.
6,545½	lbs. coffee.
2	lbs. do.
22	lbs. cheese.
1	box cigars.
292	coats.
60	lbs. skein cotton.
91	dozen spool cotton.
253¼	yrds. cassimeres.
12	dozen tin cups.
8	yrds. cambric.
145	yrds. dish cloth.
87	yrds. cottonade.
110	" check.
9⅓	dozen caps.
1	" pairs drawers.
255	yrds. brown drilling.
204½	yrds. domestic.
661	yrds. delaine.

599	sacks flour.
266	lbs. do.
55	" "
651½	yrds. flannel.
100	yrds. cotton flannel.
1	paper ginger.
2,175	yrds. gingham.
33	tons hay.
7,375	lbs. hay.
5⅓	tons do.
2,300	lbs. "
241	lbs. hams.
3	dozen hats.
1,747½	yrds. jeans.
6	jackets.
19	camp kettles.
15	dozen butcher knives.
100	feet lumber.
282	yrds. linsey.
2,729	sacks corn meal.
2,559	bushels do. do.
7	do. do. do.
2	quarts molasses.
70	yrds. brown muslin.
70	lbs. meat.
12	M needles.
7	pairs overalls.

A lot of provisions from Mr. Sharp.

30,465½	lbs. pork.
548½	lbs. pork.
2¼	bushels potatoes.
2	boxes pipes.
8¾	dozen coffee pots.
16¼	" fry pans.
13¼	" tin pans.
1	" iron pans.
2	papers pepper.
56½	dozen pairs pants.
13,181¼	yrds. prints.
2	lbs. rice.
2	dozen shawls.
13	bags dairy salt.
11	barrels salt.
345	lbs. salt.
10,487	lbs. sugar.
100	lbs. soda.
1	box cane stems.
816	lbs. soap.
1,044	lbs. skillets & lids.
110	dozen overshirts.
9¾	" under do.
9	" hickory do.
35	" flannel do.
150	pairs socks.
731¼	yrds. satinet.
660	prs. wms. shoes.

2,250¼	yrds. stripes.
1,000	meal sacks.
3	gro. spoons.
175	lbs. tea.
4,558	lbs. tobacco.
304	lbs. smoking tobacco.
2,326½	yrds. ticking.
65	lbs. patent thread.
104½	yrds. crash toweling.
2½	dozen vests.
14	wrappers.

I certify on honor that the articles as enumerated in the above accounts and as furnished by sundry individuals are just and correct, and that I have allowed and settled the same on a fair representation to the best of my knowledge and belief.

This the 31st day of March, 1862.

W. G. COFFIN,
Supt. of Ind'n Aff'rs.

We, the undersigned, U. S. Indian agents connected with the southern superintendency, do hereby certify on honor that we believe the within account to be just and correct to the best of our knowledge & belief.

This the 31st day of March, A. D. 1862.

ISAAC COLMAN,
U. S. Indian Agt. for the Choctaws & Chicasaws.
GEORGE C. SNOW,
U. S. Indian Agt. for the Seminoles.
GEORGE A. CUTLER,
U. S. Indian Agt. for the Creek Indians.
E. H. CARRUTH,
U. S. Indian Agt. for the Wichitaws.

We, the undersigned, chiefs & headmen belonging to the southern superintendency, and who have been driven from our homes in the Indian Territory, acknowledge the receipt of the articles enumerated in the within accounts as furnished by Supt. Coffin and his agents, as therein mentioned, & we respectfully recommend to the department the settlement of the same.

Leroy, Kansas, March 31st, 1862.

AK-TA-HAS-SAS-HAGO,	his x mark.
MIKCA-HUT-KA,	his x mark.
BEAR FOOT,	his x mark.
HO-POTHLEHOLO,	his x mark.
KOW-WE-KO-ME-CO,	his x mark.
RUPPICHERFICKO,	his x mark.
BILLY BOWLEGS,	his x mark.
PASCOVA,	his x mark.
AHA LECK TUS TA MUCK A,	his x mark.
E TE HIST KEY,	his x mark.
SHEPPEK KEY,	his x mark.
JIM NED,	his x mark.

Attest:
GEO. DOLE,
E. E. COFFIN,
S. H. WATTLES.

Received, Le Roy, Coffey Co., Kansas, April 9th, 1862, of Wm. G. Coffin, supt. of Indian affairs, southern superintendency, the following articles, to wit: one saddle, $9; one horse, $65; for which articles I agree to be responsible to the United States Treasury.

ISAAC COLMAN,
U. S. Indian Agent for the Choctaws & Chickesaws.

I certify on honor that the articles named in the within receipt were delivered to Agent Isaac Coleman this ninth day of April, 1862.

W. G. COFFIN,
Sup't Inp'n Aff'rs.

(Indorsed:) A. Receipt of Agent Isaac Coleman for property.

Invoice of provisions, clothing, & other goods furnished by Supt. Wm. G. Coffin & Spec. Agt. Wm. Kile, for the benefit of the Southern Refugee Indians in Kansas, and delivered to them during the 2nd quarter ending June 30th, 1862, viz:

3	doz. axes.
148,057	lbs. bacon.
320	pair blankets.
496	head beeves.
7,062	lbs. slaughtered beef.
4	coffee boilers.
15	buckets.
28	boxes.
52	bushels beans.
6	gt. gro. buttons.
358	pr. brogans.
294	pr. boots.
6,208	lbs. coffee.
7,640¼	bushels corn.
4½	M gun caps.
2½	yds. cashmere.
2	tin cups.
329¼	yds. apron check.
475½	" cottonade.
42	doz. combs.
208	" spool cotton.
30	lbs. skein cotton.
28	coats.
803¾	yards drilling.
3	yards denims.
8	" domestic.
3,831¾	yds. delaine.
1,426⅓	yds. duck.
1	bottle writing fluid.
785	sacks flour.
16,618	lbs. flour.
500	carbine flints.
1,517¾	yds. gingham.

16 tons hay.
3,550 lbs. do.
45 lbs. ham.
200 fish hooks.
3 garden hoes.
99$\frac{1}{12}$ doz. hats.
6 gt. gro. hooks & eyes.
30 doz. cotton hose.
20 pcs. hadk'fs.
29 doz. do.
1,191$\frac{3}{4}$ yds. jeans.
18$\frac{2}{12}$ doz. camps kettles.
25 lbs. lead.
585$\frac{1}{4}$ bushels corn meal.
9,086 lbs. do. do.
30$\frac{1}{2}$ yards muslin.
6 coffee-mills.
6 M needles.
6 papers needles.
1,013 lbs. ovens, skillets, & lids.
44 sheets blank paper.
6 doz. lead-pencils.
2 gro. steel pens.
4,452$\frac{1}{2}$ lbs. pork.
40 papers vermillion paint.
56 lbs. powder.
302$\frac{1}{3}$ lbs. pepper.
8 doz. fry-pans.
20 p'cks pins.
4 picket-pins.
43,649$\frac{1}{8}$ yrds. prints.
3,158$\frac{5}{8}$ " plaids.
50 doz. prs. pants.
1$\frac{1}{2}$ lbs. rope.
2,339 lbs. rice.
42 bbls. salt.
90 lbs. do.
42 sacks dairy salt.
9,194$\frac{1}{2}$ lbs. sugar.
$\frac{3}{4}$ lbs. soda.
1 shovel.
442 lbs. soap.
1 sieve.
2,953$\frac{1}{4}$ yds. shirting stripes.
6,313 " brown sheeting.
4,233 " blea. shirting.
120 prs. women's shoes.
272 prs. boys' shoes.
364 lbs. tobacco.
5 plugs do.
1 paper tacks.
148 lbs. tea.
31 lbs. patent thread.
4,577 yards ticking.
80 doz. Coats' spool thread.
3 bbls. vinegar.

1 bbl. whiskey.
1 tent.
20 bushels turnips.
2 sacks.

We, the undersigned, hereby certify on honor that all the supplies mentioned in the within invoice have been distributed by us to the Southern Refugee Indians now under our charge in Kansas during the quarter ending June 30th, 1862.

Le Roy, Coffey Co., Kansas, June 30th, 1862.

W. G. COFFIN,
Sup't Ind'n Affairs, Southern Superintendency.
ISAAC COLMAN,
U. S. Agent for the Choctaw & Chickasaw.
GEORGE C. SNOW,
U. S. Agent for the Seminoles.
GEORGE A. CUTLER,
U. S. Agent for the Creeks.
CHARLES W. CHATTERTON,
U. S. Agent for the Cherokees.
E. H. CARRUTH,
U. S. Agent for the Wichitaws.

We, the chiefs and headmen of the Southern Refugee Indians in Kansas, do hereby acknowledge the receipt of all the supplies enumerated in the above invoice from Wm. G. Coffin, supt. of Indian affairs, and our agents hereinbefore named during the quarter ending June 30th, 1862.

For Cherokees:
LEVI FISH, his x mark.

For Kickapoos:
JOSEPH PENSENCAW, his x mark.

For Chickasaws:
THOMPSON PULLER, his x mark.
LEWIS JOHNSON, his x mark.

For Euchees:
BIG WOLF, his x mark.

For the Creeks:
MIK CA HUT KA, his x mark.
TAL MA MIK CO, his x mark.
OK TA HA CAS HAR GO, his x mark.
MIK A HUTKA, his x mark.
BEAR FOOT, his x mark.
HOPIKCHEFIKSCHO, his x mark.

For the Delawares:
GEORGE WILLIAMS, his x mark.

For the Keeches:
KA HA LI HA KA YU, his x mark.

Seminoles:
PAS KO FA, his x mark.
TUSTANUK A GONE, his x mark.
THA THO HA GO, his x mark.

Signed in presence of—
JACKSON LEWIS.
SAM'L D. COFFIN.

(Indorsed:) B. Receipt of Southern Refugee Indians for supplies. 2nd qr., 1862.

Received at Le Roy, Coffey Co., Kansas, July 1st, 1862, from Wm. G. Coffin, supt. Ind'n affairs, southern superintendency, one horse, for which I am responsible to the United States Treasury.

ISAAC COLMAN,
U. S. Agent for the Choctaw and Chickasaw Indians.

I certify on honor that the horse named in this receipt was delivered to Agent Isaac Colman on the 1st day of July, 1862.

W. G. COFFIN,
Supt. Ind'n Aff'rs.

(Indorsed:) Receipt of Agent Isaac Colman for one horse.

Invoice of supplies delivered to the Southern Refugee Indians in Kansas during the third quarter, ending September 30th, 1862, viz:

50	lbs. dried apples.
1	axe.
980	pair blankets.
829	head beeves.
26,460	lbs. slaughtered beef.
302	pr. brogans.
5	pairs boots.
66,645	lbs. bacon.
5	wooden buckets.
2	well-buckets.
4,866	lbs. coffee.
3,995½	bushels corn.
202	coats.
800	sacks corn-meal.
1,000½	bushels do.
1,821	lbs. do.
4	yrds. cambric.
3	tin cups.
3	canteens.
3	M gun-caps.
81¼	yds. drilling.
241¼	" delaine.
10	" domestic.
1,051	sacks flour.
34	yrds. gingham.
1	dozen hats.
1	pair cotton hose.
3	pairs hinges.
6	steel hoes.
9	head hogs.
1,807½	yrds. jeans.
50	lbs. lead.
4	lbs. nails.
2,180	lbs. pork.
16	bbl. pork.
15	lbs. powder.
305	lbs. pepper.
1	pick.
2,994¼	yrds. prints.
7½	lbs. rope.

222	lbs. rice.
2,662	lbs. sugar (carried 6,262).
243	yrds. brown sheeting.
142½	" shirting.
300	pairs wom's shoes.
28	" boys' do.
2	spades.
304	lbs. soap.
39	bbl. salt.
345	lbs. salt.
2,519	lbs. tobacco.
1	lbs. thread.
46½	yrds. ticking.
1	tub.
4	bbl. vinegar.
2	boxes.

We, the undersigned, superintendent and agents of the southern superintendency, hereby certify on honor that all the supplies mentioned in the foregoing invoice have been issued by us to the Southern Refugee Indians, now in our charge near Le Roy, Coffey Co., Kansas, during the third quarter, ending September 30th, 1862.

W. G. COFFIN,
Supt. Ind'n Aff'rs, Southern Superintendency.
ISAAC COLMAN,
Agent for the Choctaw and Chickasaws.
GEORGE C. SNOW,
Agent for the Seminoles.
GEORGE A. CUTLER,
Agent for the Creeks.
I. M. MUNGER,
Acting Agent for the Cherokees.
——— ———,
Agent for the Wichitas.

We, the chiefs and headmen of the Southern Refugee Indians in Kansas, do hereby acknowledge the receipt of all supplies enumerated in the foregoing invoice from Supt. Wm. G. Coffin and our respective agents during the third quarter, ending September 30th, 1862.

For the Chickasaws:

ETOHLUTKEY, his x mark.
PULLER THOMPSON, his x mark.

For the Euchees:

BIG-WOLF, his x mark.
SA-CO-WE, his x mark.
WARREN JABIK.

For the Creeks:

OPO-THE-O-LO-LO, his x mark.
OK-TA-HA-CAS-HAR-GO, his x mark.
BEAR-FOOT, his x mark.
RO-PIK-CHE-FIK-SI-KO, his x mark.
MI-KA-HUT-KA, his x mark.
TAL-WA-MI-KO, his x mark.
KA-WI-TA-MI-KO, his x mark.
A-CA-HAR-GOH, his x mark.
TA-LA-TI-KA, his x mark.
MA-TUB-YA-HO-LEH, his x mark.

For the Cherokees & Kickapoos:

LEVI FISH, his x mark.

For the Seminoles & for the Delawares, Keeches:

PAS-KO-VA, his x mark.
O-SO-GE, his x mark.
THO-THO-HA-GO, his x mark.
FOS-HA-GE, his x mark.
FOS-HO-GE-MA-THA, his x mark.
JIM NED, his x mark.
CHI-KA-HA, his x mark.

Iron Eyes:

CHICKASAW, his x mark.

We, the undersigned, hereby certify on honor that all the supplies mentioned in the within invoice were distributed in our presence to the various tribes of the Southern Refugee Indians in Kansas during the 3rd quarter, ending September 30th, 1862.

Witnesses for Chickasaws:

A. G. GRIFFITH.
M. COLBURT, his x mark.

Attest: H. SMITH.

Witnesses for the Euchees & Creeks:

SIAH BARNET.
SEWEEN GRARCEN.

Witness for the Seminoles, Delawares, Keechees, and Iron Eyes:

ROBERT DAVIS, his x mark.

Attest: HENRY SMITH.

Witness for the Cherokees, &c.:

A. R. BANKS.

We, the undersigned, chiefs and headmen of the Southern Refugee Indians in Kansas, do hereby acknowledge to have received during the 4th quarter, 1862, of W. G. Coffin, supt. Ind'n aff'rs, southern superintendency, and our respective agents, Isaac Colman, George A. Cutler, Justin Harlan, E. H. Carruth, and G. C. Snow, the following articles of merchandise, ammunition, and provisions, having signed our receipts in triplicate this 31st day of December, 1862, viz:

758 heads beeves.
692 lbs. slaughtered beef.
12,439¼ lbs. bacon.
36 barrels.
1 pair 3 pt. blankets.
3 boxes.
5,089 bushels corn.
3 M gun caps.
1 doz. tin cups.
10,126 lbs. coffee.
40 lbs. candles.
2,363½ sacks flour.
160 lbs. flour.
3 heads hogs.
4 tons hay.
400 lbs. hay.
50 lbs. lead.
673 sacks corn-meal.

1	keg rifle powder.
72,551	lbs. salt pork.
100	lbs. pepper.
47	bbls. salt.
16,069	lbs. sugar.
5	skillets.
120	prs. woman's shoes.
494	lbs. soap.
290	lbs. soda.
5,370¼	lbs. tobacco.

Seminoles:

PAS-HO-VA, x his mark.
OSO-GE, x his mark.
THO-THO-HA-GO, x his mark.
E-GO-HA-GO, x his mark.
HI-LO-PI, x his mark.

Delawares:

JIM NED, x his mark.

Wichitas:

O-SHAL-WAH, x his mark.
TO-SAH-QUASH, x his mark.
TE-LA-LE-O-SHA, x his mark.

Tawakany:

O-SHEE-LAS, x his mark.
CAPTAIN WA-COE, x his mark.
A-KEE-TAH, x his mark.

Wacoes:

IN-SHE-KETS, x his mark.
E-AH-ZIS-KO, x his mark.
SA-QUA-SHE, x his mark.

Kechees:

KA-TE-A-KA-YU, x his mark.
CAPT. CHICKI, x his mark.
KEE-SQUAH, x his mark.
KA-TISH-E-AH-YEE, x his mark.
CAPT. CHICHA-SA, x his mark.

Ironeyes:

KA-MUSTA, x his mark.

Shawnees:

JIM SQUIRE, x his mark.
JOHN WHITE, x his mark.
JOE HARRIS, x his mark.

For the Cherokees at the Sac and Fox agency:

WRITER, x his mark.

Chickasaws:

E-TO-LUT-KA, x his mark.
PULLER THOMPSON, x his mark.

Euchees:

BIG WOLFF, x his mark.
SA-CO-WE, x his mark.

Creeks:

OCTA-HA-CAS-HAR-GO, x his mark.
KO-PIK-SHE-FIK-SICO, x his mark.
TAL-WA-MI-KO, x his mark.
KLA-SLO-FI-XI-CO, x his mark.

KA-WI-TA-MICO, x his mark.
TA-LA-TI-KA, x his mark.
TUS-TI-NU-KE-MA-SLA, x his mark.
O-PI-HAR-GO, x his mark.
MA-TUB-YA-HO-LEH, x his mark.
TA-KOS-YA-HO-LEH, x his mark.
NO-COS-ILLE, x his mark.
MI-KA-HUT-CA, x his mark.
O-PO-THEY-YO-HO-LEH, x his mark.
CO-NO-PE-I-MASLE, x his mark.
JO-YA-HO-LEH, x his mark.
KLI-YA-MO-HA-GO, x his mark.
O-CA-HAR-GO, x his mark.

We, the undersigned, certify that the foregoing articles were delivered to the chiefs and headmen of the southern refugee Indians in Kansas, during the 4th quarterending December 31, 1862, in our presence, and that their signatures or marks were affixed in our presence this 31st day of December, 1862.

Witnesses for Seminoles:

JOHN D. COULTER.
WILLIAM PHILLIPS.
ROBERT DAVI, his x mark.

Attest: HENRY SMITH.

Witnesses for the Wichitas and other affiliated bands:

JOHN R. RAU.
JACOB M. BUZZARD.

Witnesses for Cherokees, Chickasaws and Euchees:

I. M. MUNGER.
WARREN JACK.
THOMAS GALL CATCHER.
M. COLBERT, x his mark.

Attest: HENRY SMITH.

Witnesses for the Creeks:

JOHN BIRD, x his mark.
HARRY ISLAND, x his mark.
SIMPSON GREYSON, x his mark.

Attest: HENRY SMITH.

We certify, on honor, that we have, during the quarter ending December 31st, 1862, actually delivered to the chiefs and headmen of the southern refugee Indians in Kansas the foregoing articles.

W. G. COFFIN,
Supt. Ind'n Aff'rs Southern Superintendency.
G. C. SNOW,
U. S. Agent for the Seminole Indians.
E. H. CARRUTH,
U. S. Agent for the Wichita Indians.
J. HARLAN,
U. S. Agent for the Cherokees.
ISAAC COLMAN,
U. S. Agent for the Choctaws and Chickasaws.
GEO. A. CUTTER,
U. S. Indian Agent for the Creeks.

We, the undersigned, chiefs and headmen of the Southern Refugee Indians in Kansas, do hereby acknowledge to have received during the 1st quarter ending March 31st, 1863, of W. G. Coffin, superintendent of Indian affairs Southern Superintendency, and our respective agents, the following articles of merchandise, ammunition, and provisions, viz:

5	dozen axes.
50	lbs. dried apples.
85	empty boxes.
907	heads beeves.
75	lbs. slaughtered beef.
32	empty barrels.
34	gr. gro. agate buttons.
23	" " pants do.
1,440	pairs misses' brogans.
948	" boys' do.
526	" children's do.
1,146	" men's do.
2,500	" women's do.
2,095	lbs. bacon.
2,205	pairs 3-point colored and white blankets.
10,210¼	lbs. coffee.
9,512½	bushels corn.
16,032½	y'rds calico.
540	men's sat. coats.
134	" over do.
212	" plush caps.
48	lbs. skein cotton.
457	dozen spool cotton.
40	" tin cups.
2	M gun caps.
3,397¼	sacks flour.
432	tons hay.
3	dozen hatchets.
10	dozen axe handles.
352	men's hats.
72	boys' hats.
395	dozen large-size pocket-hdkfs.
22	gr. gro. hooks & eyes.
3,834¼	y'rds jeans.
201	camp kettles.
17,224¼	y'rds plaid linsey.
1,000	feet lumber.
1,236	sacks corn meal.
16,778	y'rds brown muslin.
100	sail needles.
83	M assorted needles.
144,277	lbs. salt pork.
480	lbs. pepper.
1,650¼	y'rds prints.
727	pairs pants.
207	packs pins.
100	coffee-pots.
425	sets tent-poles.
400	lbs. rice.
3,104⅓	y'rds satinet.

1,036	plaid woolen shawls.
76	barrels salt.
15,927	lbs. brown sugar.
3,228	lbs. skillets.
60	lbs. soap.
620	lbs. soda.
390 $\frac{5}{12}$	dozen gray woolen overshirts.
6,646	pairs woolen socks.
76	lbs. twine.
3,798	lbs. tobacco.
49	lbs. linen thread.
715	tents.
1	vest.
1	barrel vinegar.
1	iron wrench.

Wichitas:

O-SHUL-WA, his x mark.
TU-WA-KA, his x mark.
TU-SA-QUASH, his x mark.
TUCH-TRA-TO-WICH, his x mark.

Tawaconies:

O-CHU-TASH, his x mark.
A-KI-TA-RI, his x mark.
CAPTAIN WACO, his x mark.
I-TE-WA-CHA, his x mark.

Wacoes:

HEU-SE-KETS, his x mark.
HE-A-CHISH-KA, his x mark.
SE-QUA-SHI-A, his x mark.

Keechies:

KA-DE-AH-KA, his x mark.
CAPTAIN CHIKI, his x mark.
KEES-QUAH, his x mark.

Ironies:

KU-NA-BE-TI, his x mark.
CHICKA-SA-CHI, his x mark.
KA-MIS-TI-A, his mark.

Delawares:

JIM NED, his x mark.
DELAWARE BOB, his x mark.

Shawnees:

JIM SQUIRES, his x mark.
JOE ELLIS, his x mark.
JACK ELLIS, his x mark.
JOHN WHITE, his x mark.

Seminoles:

PAS-KO-FA, his x mark.
O-TO-GEE, his x mark.
THA-TO-HA-GO, his x mark.
E-MAR-THA, his x mark.

Creeks:

OK-TA-HA-SAS-HAR-GO, his x mark.
NO-KO-SIL-LI, his x mark.
MI-CA-HUT-KA, his x mark.
KA-PIT-CHA-FIC-SI-CO, his x mark.

DAVID FIELDS, his x mark.
TUS-PE-NU-KE-MAS-LA, his x mark.
TO-KUS-E-YE-HO-LA, his x mark.
MAH-TUP-YA-HO-LA, his x mark.

Chickasaws:

TO-LUT-KA, his x mark.
PULLER THOMPSON, his x mark.

Euchees:

BIG WOLFF, his x mark.
SA-CO-WE, his x mark.

Cherokees:

RIDER, his x mark.

Senecas:

LITTLE TOM SPICER, his x mark.
ISAAC WARRIOR, his x mark.
JOHN MARSH, his x mark.

Senecas & Shawnees:

JOHN MILTON, his x mark.
DOCTOR WHITE TREE, his mark.
JAS. YANKEE BILL, his mark.
JOHN WHITE TREE, his mark.

Quapaws:

WAH-TE-CHE, his x mark.
CHE-HE-TE-TAH, his x mark.
CE-GLAHEWAH, his x mark.

We, the undersigned, certify, on honor, that the foregoing articles of merchandise, ammunition, and provisions were delivered to the chiefs and headmen of the Southern Refugee Indians in Kansas during the 1st quarter ending March 31st, 1863, in our presence, and that their signatures or marks were affixed in our presence this 31st day of March, 1863.

Witnesses for the Wichitas and other affiliated tribes:

J. M. LUCE.
S. SHEPPARD.

Witnesses for the Seminoles:

JOHN D. COULTER.
DANIEL F. GASSAWAY.

Witnesses for the Creeks:

WILLIAM MEWTINNEZ.
A. T. SHAMBLIN.

Witnesses for the Chickasaws & Euchees, and the Cherokees in part:

E. C. STEVENS,
TECUMSE McCLURE.

Witness for Senecas:

GEO. WRIGHT,
U. S. Interpreter.

Witness for Senecas and Shawnees:

SI. D. OLIVER,
U. S. Interpreter.

Witness for Quapaws:

S. G. VALIER,
U. S. Interpreter.

We, the undersigned, certify on honor that we have, during the first quarter, ending March 31st, 1863, actually delivered to the chiefs and

head men of the Southern Refugee Indians in Kansas the foregoing articles of merchandise, ammunition, and provisions.

W. G. COFFIN,
Supt. Indian Affairs.
R. H. CARRUTH,
Agent for the Wichitas.
G. C. SNOW,
Agent for the Seminoles.
GEO. A. CUTLER,
Agent for the Creeks.
ISAAC COLMAN,
Agent for the Chickasaws and Choctaws.
P. P. ELDER,
Agent for the Indians within the Neosho Agency.

Received at the Sac and Fox Agency, Kansas, during the 2nd quarter ending June 30th, 1863, of W. G. Coffin, sup't Indian affairs, for the use and benefit of the Euchees, Kickappos, Chickasaws, and a part of the Cherokee Refugee Indians, the following supplies, viz:

176 head beeves, total weight 242,539 pounds gross weight, @ 3c.
30,086 pounds bacon, @ 6¼c.
837 sacks flour, " $4.
2,956 pounds coffee, " 36c.
6,074 pounds sugar, " 15c.
515 bushels corn, " 80c.
11 bbls. salt, " $9.50.
1,005 lbs. tobacco, " 65c.
35 s'cks corn-meal, " $1.75.
6 pounds pepper, " 35c.
18 y'rds bleached domestic, for burial purposes, 33⅓c.
722 feet lumber, @ 3c.
1 doz. steel hoes, " $12.
5 sugar barrels " 60c.

For which I am responsible to the United States Treasury.

ISAAC COLMAN,
U. S. Indian Agent.

I certify on honor that I have actually, during the 2nd quarter ending June 30th, 1863, turned over to Isaac Colman, U. S. Ind'n ag't, the above-named supplies.

W. G. COFFIN,
Sup't Ind'n. Aff'rs.

Received at the Sac & Fox Agency, Kansas, during the months of July, August, & September, 1863, of W. G. Coffin, sup't Indian affairs southern superintendency, for the use of the refugee Indians under my charge, the following articles of subsistence, &c., viz:

151 head beeves; total weight, gross, 209,750 lbs.
25,619 pounds bacon.
695 sacks flour.
1,333 bushels corn.
11 barrels salt.
738 pounds tobacco.
2,439 " coffee.
3,468 " sugar.

6 scythes.
6 snathes.
6 scythe-stones.
2 lbs. salt.

For which I am responsible to the United States Treasury.

ISAAC COLMAN,
U. S. Indian Agent.

I certify on honor that I have actually, during the months of July, August, and September, 1863, turned over to Isaac Colman, U. S. Indian agent, the above-mentioned articles of subsistence, &c.

W. G. COFFIN,
Sup't Indian Aff'rs.

Received at the Sac & Fox Agency, Kansas, during the 4th quarter ending December 31st, 1863, of Wm. G. Coffin, supt. Indian affairs, for the use of the Southern Refugee Indians under my charge near this place, the following articles, viz:

85 tents.
133 head beeves, total weight, 189,825 lbs. gross.
11,538 pounds bacon.
1,621½ bushels corn.
75 sacks corn meal.
2,119 pounds coffee.
484 sacks flour.
10 bbls., 2,329 pounds, sugar.
10 barrels salt.
336 pounds soda.
1,147 pounds tobacco.
12 y'rds list cloth.
35 overcoats.
70½ y'rds twilled flannel.
1 dozen wool overshirts.
6 " men's hats.
14 pairs pants.
5⅔ dozen men's caps.
39 pair 3-point Mackinac blankets.
187 " 8-pound white do.
100 " 7 " " do.
62 " " do.
31 " scarlet do.
31 " blue do.
18 " wrappers.
388 y'rds gray mixed sattinet.
427½ " brown " jeans.
4,639 " plain linsey.
300 " hickory shirting.
1,378 " unbleached domestic sheeting.
5,688¾ " calico.
150 " blue drilling.
456 " brown "
852 " checks, stripes, & plaids.
6 pounds colored cotton thread.
11 " white " do.

9 " black linen do.
51 dozen Coates spool cotton.
4 g. gr. agate buttons.
3 " " brace do.
10 M needles.
11 packs pins.
90 $\frac{8}{4}$ wool shawls.
87 large do.
329 pairs men's brogans.
305 " women's do.
250 " children's do.
15$\frac{1}{3}$ dozen pairs woolen stockings.
25 camp kettles.
8 dozen tin cups.
1$\frac{1}{2}$ " axes.
6 " shears.
14 " thimbles.
4 " butcher knives.
25 skillets.
1$\frac{1}{2}$ dozen axe handles, &
2 " wooden buckets,

For which I am responsible to the United States Treasury.

ISAAC COLMAN,
U. S. Indian Agent, Choctaw & Chickasaw Agency.

Received at the Sac and Fox Agency, Kansas, during the months of January, February, & March, 1864, of W. G. Coffin, supt. Indn. affairs, for the use of the Southern Refugee Indians in my charge, the following articles, viz:

33 tents.
12 barrels sugar, 3,741 pounds.
2,148 pounds coffee.
22,057 pounds bacon.
516 sacks flour.
3,030 bushels corn.
10 barrels salt.
487 pounds tobacco.
74 sacks cornmeal.
112 pounds soda.
95 tons hay.
132 head beeves, total weight 206,900 pounds, gross.

For which I am responsible to the United States Treasury.

March 31st, 1864.

ISAAC COLMAN,
U. S. Indian Agent.

We, the chiefs and headmen of the Refugee Wichita and other affiliated bands of Indians, located near Belmont, Woodson County, Kansas, do hereby acknowledge to have received during the months of April, and May, 1864, of W. G. Coffin, supt. Ind'n affairs, and John T. Cox,

special U. S. Indian agent, for relief and general pro rata distribution among our destitute people, the following articles, viz:

8 barrels sugar, 2,227 pounds.
1,556 pounds coffee.
974 pounds tobacco.
14 barrels salt.
2 barrels vinegar.
746 sacks flour.
75 bushels corn.
5,874 pounds bacon.
206 sacks cornmeal.
400 pounds dried apples.
300 pounds soda.
63 head beeves, 102,940 pounds beef, gross.
10 pounds powder.
45 boxes G. D. caps.
75 pounds lead, and
2 dozen butcher knives.

Shawnees:	YELLOW JACKET,	x his mark.
	JOSEPH ELLIS,	x his mark.
Wichitas:	SAMUEL HILL,	x his mark.
Towaconies:	O-SHUL-WA,	x his mark.
	WHA-HE,	x his mark.
Wacoes:	O-CHE-LAS,	x his mark.
	OC-K-TAH,	x his mark.
Kechies:	HEU-SE-KETS,	x his mark.
	MUH-LO-COOT,	x his mark.
Jonies:	KN-NAH-BE-TA,	x his mark.
	KA-NE-SEE-SE-AH-CHEE,	x his mark.

We, the undersigned, do hereby certify that we were present at the distribution of the above-named articles, and saw the same faithfully, and impartially issued to the within-mentioned tribes of Indians, and that their signatures or marks were affixed in our presence, this 25th May, 1864.

J. O. LOCKWOOD.
JNOT PARKINSON.

We certify, on honor, that we have actually, during the months of April and May, 1864, delivered the above-named articles to the chiefs of the within-mentioned tribes of Indians for distribution, and that their signatures or marks were affixed in our presence this 25th May, 1864.

W. G. COFFIN,
Superintendent Indian Affairs.
JOHN T. COX,
Spl. U. S. Indian Agent.

Received at the Sac & Fox Agency, Kansas, and on the way whilst removing the Southern Refugee Indians to the Indian Territory, during the months of April, May, and June, 1864, of W. G. Coffin, supt. Ind'n affairs, the following articles, viz:

Eighty head beeves (80), total weight, gross, one hundred & nineteen thousand one hundred & twenty-five pounds (119,125).
Thirteen thousand eight hundred & one pounds bacon (13,801).
One hundred & seventy-six sacks cornmeal (176).
Nine hundred & fifteen bushels corn (915).
One thousand four hundred & eighty-one pounds coffee (1,481).
Thirty thousand rifle & musket caps (30,000).
Forty-two barrels flour (42).
Five hundred & eighty-seven sacks flour (587).
Two tons hay (2).
One hundred & twenty-five pounds lead (125).
One keg powder (1).
Eight barrels (8) sugar, two thousand one hundred & ninety-five pounds (2,195).
Six barrels salt (6).
One hundred & twelve pounds soda (112).
Six hundred & eighty-two pounds tobacco (682).

For which I am responsible to the United States Treasury.

ISAAC COLMAN,
U. S. Indian Agent, Choctaw & Chickasaws.

FORT SMITH, ARKANSAS, *June 30th*, 1864.

Received at Fort Smith, Ark., during the months of July and August, 1864, of W. G. Coffin, supt. Ind'n aff'rs, for the use of the destitute Refugee Choctaw and Chickasaw Indians, the following articles of subsistence, viz:

60 barrels flour,
8 barrels salt,
12½ bushels shelled corn,
4,000 pounds bacon,
28,172 pounds beef, gross,
for which I am responsible to the United States Treasury.

ISAAC COLMAN,
U. S. Indian Agent.

FORT SMITH, ARKANSAS, *August 31st*, 1864.

Received at Fort Smith, October 5th, 1864, of W. G. Coffin, superintendent Indian affairs, for the use of the Rufugee Choctaw & Chickasaw Indians, the following articles, viz:

58 lbs. coffee,
90½ pounds sugar,
121 sacks flour,
4,664 pounds beef, gross,
for which I am responsible to the United States Treasury.

ISAAC COLMAN,
U. S. Indian Agent.

Received at Fort Smith, Ark., October 15th, 1864, of W. G. Coffin, supt. Indian affairs, for the use of the Choctaw & Chickasaw Indians, the following articles of implements, viz:

$2\frac{8}{12}$ dozen scythes & snathes,
$5\frac{9}{12}$ " hoes,
$\frac{5}{12}$ " rakes,
1 " shovels,
$3\frac{1}{2}$ setts harness,
$16\frac{8}{12}$ dozen forks,
for which I am responsible to the United States Treasury.

ISAAC COLMAN,
U. S. Indian Agent.

Received at Fort Smith, Ark., November 15th, 1864, of W. G. Coffin, supt. Indian affairs, southern superintendency, for the use of the Refugee Choctaw and Chickasaw Indians, the following articles, viz:

1,129 y'rds bleached domestic,
$8,544\frac{1}{2}$ y'rds brown domestic,
2,375 y'rds prints,
4,896 y'rds jeans,
3,870 y'rds blue drills,
5,960 y'rds Franklin stripes,
329 pairs men's shoes (brogans),
265 pairs women's shoes (brogans),
20 pounds skein cotton,
10 packs pins,
$\frac{1}{2}$ M needles,
3 gr. gro. brace buttons,
2 gr. gro. agate buttons,
50 barrels salt,
20,000 pounds bacon,
for which I am responsible to the United States Treasury.

ISAAC COLMAN,
U. S. Indian Agent.

Received at Fort Gibson, C. N., December 9th, 1864, of W. G. Coffin, supt. Indian affairs, for the use of the destitute & Refugee Choctaw & Chickasaw Indians, the following articles, viz:

30,000 pounds beef, gross,
76 sacks flour,
68 bushels shelled corn,
809 y'rds prints,
$525\frac{1}{2}$ y'rds brown domestic,
4 dozen grey & red woolen shirts,
2 " 'nit woolen coats,
$184\frac{1}{2}$ y'rds jeans,
182 pairs men's brogans,
120 pairs women's do.,
120 pairs boys' & girls' brogans,
for which I am responsible to the United States Treasury.

ISAAC COLMAN,
U. S. Indian Agent.

Received at Fort Gibson, C. N., during the first quarter (January, February, March) of 1865, of W. G. Coffin, superintendent of affairs southern superintendency, for the use of the destitute Refugee Indians, the following sup'lies, to wit:

(143) one hundred & forty-three bushels of corn,
(56) fifty-six sacks of flour,
(20,700) twenty thousand & seven hundred pounds of beef, gross weight, for which I am responsible to the United States Treasury.

ISAAC COLMAN,
U. S. Indian Agent.

Received at Fort Smith, Ark., during the months of January, February, and March, 1865, of W. G. Coffin, supt. Indian affairs, through McDonald & Fuller, contractors, for the use of the destitute Choctaw Refugee Indians, the following articles, viz:

9,980 pounds beef, gross,
6,000 " bacon,
46 sacks flour,
186 pounds coffee,
324 pounds sugar,
8 barrels salt,
112 pounds tobacco,
for which I am responsible to the United States Treasury.

ISAAC COLMAN,
U. S. Indian Agent.

CHOCTAW & CHICKASAW AGENCY,
March 31st, 1865.

We, the chiefs and headmen of the Euchee, Kickapoo, Chickasaw, and a part of the Cherokee Refugee Indians at the Sac and Fox Reservation, Kansas, do hereby acknowledge to have received of Isaac Colman, U. S. Indian agent, during the 2nd quarter, ending June 30th, 1863, the following supplies, to wit:

176 head beeves, total weight 242,539 pounds, gross.
30,086 pounds bacon.
837 sacks flour.
2,956 pounds coffee.
6,074 " sugar, & 5 sugar barrels.
515 bushels corn.
11 bbls. salt.
1,005 pounds tobacco.
35 sacks corn-meal.
6 pounds pepper.
18 yrds. blea. domestic (for burial purposes).
1 doz. steel hoes.
722 feet lumber.

For the Chickasaws:

E-TO-LUB-KA, his x mark.
ESH-NA-TUB-BA, his x mark.
SIMON WOLF, his x mark.

For the Euchees:

BIG WOLF, his x mark.
SA-CO-WE, his x mark.

For the Cherokees:

WRITER, his x mark.

For the Kickapoos:

JOHNSON, his x mark.
MES-SWAS-SA, his x mark.

Attest:
H. C. KETCHAM.
W. WHISTLER.

We, the undersigned, certify that the foregoing articles were delivered to the chiefs and headmen of the Chickasaw, Kickapoo, Euchee, and a part of the Cherokee Refugee Indians, during the 2nd quarter, ending June 30th, 1863, in our presence, and that their signatures or marks were affixed in our presence this 30th day of June, 1863.

TECUMSEH McCLURE.
WARREN JACK, EUCHE, *Interpreter*, his x mark.
T. GALKETCHER, his x mark.
JOHN GOODELL.

Attest:
H. C. KETCHAM.
W. WHISTLER.

I hereby certify on honor that I have actually, during the 2nd quarter, ending June 30th, 1863, issued the within-named supplies to the chiefs and headmen of the above-named Indians.

ISAAC COLMAN,
U. S. Indian Agent.

We, the chiefs and headmen of the Chickasaws, Euches, Kickapoos, and a part of the Cherokee Refugee Indians at the Sac & Fox Reservation, Kansas, do hereby acknowledge to have received of Isaac Colman, U. S. Indian agent, during the 2nd quarter ending June 30th, 1863, the following articles as presents:

14 pounds of powder.
25 pounds of lead.
3,000 percussion caps.
1 package of paints.
6 hats.

For Chickasaws:

ETOR-LUT-KA, his x mark.
ESH-NA-TUB-BA, his x mark.
SIMON WOLF, his x mark.

For Euches:

BIG WOLF, his x mark.
SA-CO-WE, his x mark.

For Cherokees:

WRITER, his x mark.

Attest:
H. C. KETCHAM.
W. WHISTLER.

I hereby certify on honor that I delivered the above-named articles to the chiefs and headmen of the Indians above named during the 2nd quarter, ending June 30th, 1863.

ISAAC COLMAN,
U. S. Indian Agent.

We, the undersigned chiefs & headmen of the Refugee Choctaw and Chickasaw, Kickapoo, Euchee, & a part of the Cherokee tribes of Indians, do hereby acknowledge to have received during the months of July, August, & September, 1863, of Isaac Colman, U. S. Indian agent, the following-named articles of subsistence & ammunition, viz:

151 head beeves, total weight, gross, 209,750 lbs.
25,619 pounds bacon.
1,333 bushels corn.
2,439 pounds coffee.
4 M musket caps.
694 sacks flour.
25 pounds bar lead.
½ keg rifle powder.
3,468 pounds sugar.
11 barrels salt.
2 pounds salt.
6 scythes.
6 snathes.
6 scythes stones.
738 pounds tobacco.

Chickasaws:

ESH-NA-TUBBA, x his mark.
LEWIS JOHNSON, x his mark.

Euchees:

BIG WOLFF, x his mark.
SA-CO-WE, x his mark.

Cherokees:

WRITER, x his mark.

Kickapoos:

KE-SHEK-QUE, x his mark.

We, the undersigned, certify that the foregoing articles were delivered to the Refugee Choctaw & Chickasaw, Kickapoo, Euchee, & a portion of the Cherokee tribes of Indians in our presence, & that their signatures or marks were affixed in our presence this 30th day of September, 1863.

THOMAS GALCATCHER, his mark.
JOHN GOODELL, *U. S. Interpreter.*

Attest:
HENRY SMITH.

I certify on honor that I have, during the months of July, August, & September, 1863, actually delivered to the chiefs & headmen of the Refugee Choctaw & Chickasaw, Kickapoo, Euchees, and a part of the Cherokee tribes of Indians the foregoing articles.

September 30th, 1863.

ISAAC COLMAN,
U. S. Indian Agent.

We, the chiefs & headmen of the Refugee Euchee, Chickasaw & Choctaw, Kickapoo, and part of the Cherokee Indians, located on the Sac & Fox Reservation, Kansas, do hereby acknowledge to have re-

ceived, during the fourth quarter ending December 31st, 1863, of Isaac Colman, U. S. Indian agent, the following articles, viz:

85	tents.
133	head beeves, total weight 189,825 lbs. gross.
11,538	pounds bacon.
1,621½	bushels corn.
75	sacks corn meal.
2,119	pounds coffee.
484	sacks flour.
10	bbls. (2,329 pounds) sugar.
10	barrels salt.
336	pounds soda.
1,147	pounds tobacco.
12	yrds. list cloth.
35	overcoats.
70½	yrds. twilled flannel.
1	dozen wool overshirts.
6	" men's hats.
14	pairs pants.
5⅔	dozen men's caps.
39	pairs 3-point Mackinac blankets.
187	" 8-pound white do.
100	" 7 " " do.
62	" " do.
31	" scarlet do.
31	" blue do.
18	" wrappers.
388	yrds. gray mixed satinett.
427½	" brown " jeans.
4,639	" plain linsey.
300	" hickory shirting.
1,378	" unbleached domestic sheeting.
5,688¾	" calico.
150	yrds. blue drilling.
456	" brown do.
852	" checks, stripes, & plaids.
6	pounds colored cotton thread.
11	" white " do.
9	" black linen do.
51	dozen Coates' spool cotton.
4	g. gr. agate buttons.
3	" " brace do.
10	M needles.
11	packs pins.
90	⅘ wool shawls.
87	large do.
329	pairs men's brogans.
305	" women's do.
250	" children's do.
15⅓	dozen pairs woolen stockings.
25	camp kettles.
8	dozen tin cups.
1½	" axes.
6	" shears.
14	" thimbles.

4 " butcher-knives.
25 skillets.
1½ dozen axe-handles.
2 " wooden buckets.

Chickasaws:

ESH-MAH-TUBBA, x his mark.
LEWIS JOHNSON, x his mark.

Euchees:

SACOWEE, x his mark.
BIG WOLF, x his mark.

Kickapoos:

JOHNSON, x his mark.
O-MOS-QUAW, x his mark.

Cherokees:

WRITER, x his mark.

We certify that we were present at the distribution of the above-mentioned articles, and saw the same issued to the chiefs & headmen of the Refugee Euchee, Chickasaw & Choctaw, Kickapoo, and part of the Cherokee Indians, and that their signatures or marks were affixed in our presence this thirty-first day of December, 1863.

TECUMSEH M'CLURE.
JOHN GOODELL.
WAMEN JACK.
THOMAS GAL CATCHER.

I hereby certify on honor that I have actually, during the fourth quarter, ending December 31st, 1863, issued the above-named articles to the chiefs & headmen of the Euchee, Chickasaw & Choctaw, Kickapoo, and portion of the Cherokee Refugee Indians at the Sac & Fox Reservation.

ISAAC COLMAN,
U. S. Indian Agent.

We, the chiefs and headmen of the Chickasaws, Euchees, and a part of the Cherokee Refugee Indians, at the Sac and Fox Reservation, Kansas, do hereby acknowledge to have received of Isaac Colman, United States Indian agent, during the first quarter, ending March 31st, 1864, the following articles as presents:

3 half kegs of rifle-powder, 6$	18 00
50 pounds of bar lead, 14	7 00
2 M musket caps, 1.50	3 00
1 M g. d. caps, 50	50
	28 50

Chickasaws:

SHER PI KA, his x mark.
ESH-MA TUB BA, his x mark.
ETOSH LEST KEE, his mark.

Euchees:

SA CO WE, his x mark.
KEM PEA NEE, his x mark.

Cherokees:

WRITER, his mark.
LEVI JUG, his x mark.
THOMAS GALKETCHER, his x mark,
Interpreter.

Attest:
WM. KUTHLY,
JOHN GOODELL.

I hereby certify on honor that I delivered the above-named articles to the chiefs and headmen of the above-named Indians during the first quarter, ending March 31st, 1864.

ISAAC COLMAN,
United States Indian Agent.

We, the chiefs & headmen of the Euchee, Chickasaw, Kickapoo, and Cherokee Refugee Indians, located temporarily on the Sac and Fox Reservation, Kansas, do hereby acknowledge to have received, during the months of Jan'y, February, & March, 1864, of Isaac Colman, United States Indian agent, the following articles, to wit:

Thirty-three tents (33).
Twelve (12) barrels sugar, thirty-seven hundred and forty-one pounds (3,741).
Twenty-one hundred & forty-eight pounds coffee (2,148).
Twenty-two thousand & fifty-seven pounds bacon (22,057).
Five hundred & sixteen sacks flour (516).
Three thousand & thirty bushels corn (3,030).
Ten barrels salt (10).
Four hundred & eighty-seven pounds tobacco (487).
Seventy-four sacks corn meal (74).
One hundred & twelve pounds soda (112).
Ninety-five tons hay (95).
One hundred & thirty-two (132) head beeves, total weight two hundred & six thousand and nine hundred pounds gross (206,900).

THOMAS GALL KETCHER.
LEVY JUG, x his mark.
ETOR-LERT-KEE, x his mark.
SHEN-PI-KEE, x his mark.
ESH-MA-TUBBA, x his mark.
SACO-WE, x his mark.
KEM-PAW-NEE, x his mark.
O-MOS-QUAH, x his mark.

We hereby certify that we were present at the distribution of the above-named articles, and saw the same issued to the chiefs & headmen of the Euchee, Chickasaw, Kickapoo, & Cherokee Refugee Indians, and that their signatures or marks were affixed in our presence this 31st day of March, 1864.

JOHN GOODELL.
J. B. DAVIS.

I certify on honor that I have actually, during the months of January, February, & March, 1864, distributed to the chiefs & headmen

of the Euchee, Chickasaw, Kickapoo, & Cherokee Refugee Indians the above-named articles.

March 31st, 1864.

ISAAC COLMAN,
U. S. Indian Agent.

We, the chiefs and headmen of the Refugee Chickasaw, Cherokee, Euchee, and Kickapoo Indians temporarily located at the Sac & Fox Agency, do hereby acknowledge to have received during the 2nd quarter, ending June 30th, 1864, at the Sac and Fox Agency, Kansas, and during our removal from there to Fort Gibson, C. N., of Isaac Colman, U. S. Indian agent, the following articles, viz:

13,801 pounds of bacon.
176 sacks of corn meal.
915 bushels of corn.
80 head of beeves, total weight, gross, 119,125 pounds.
1,481 pounds coffee.
50 M gun-caps.
42 barrels and 587 sacks of flour.
2 tons of hay.
125 pounds of lead.
1 keg powder.
8 barrels of sugar, 2,195 pounds.
6 barrels of salt.
112 pounds of soda, and
682 pounds of tobacco.

Cherokees:

WRIGHTER, x his mark.

Chickasaws:

TO-LERT-KEE, x his mark.
SHER-PI-KA, x his mark.
ESH-MA-TUBBA, x his mark.

Euchees:

SA-CO-WE, x his mark.

Kickapoos:

JOHNSON, x his mark.
O-MOS-QUAW, x his mark.

We, the undersigned, certify that the foregoing articles were delivered to the chiefs and headmen of the Refugee Chickasaw, Cherokee, Euchee, and Kickapoo Indians in our presence, and that their signatures or marks were affixed in our presence this 30th day of June, 1864.

THOMAS GALL KETCHER.
TECUMSEH McCLURE.

I hereby certify on honor that have actually, during the second quarter, ending June 30th, 1864, is'ued the within-named quantities of supplies to the chiefs and headmen of the Chickasaw, Ckerokee, Euchee, and Kickapoo Refugee Indians.

Fort Smith, Ark., June 30th, 1864.

ISAAC COLMAN,
U. S. Indian Agent.

I, Thomas Edwards, acting chief of the Choctaw Nation, do hereby acknowledge to have received, during the months of July and August, 1864, of Isaac Colman, U. S. Indian agent, for distribution amongst the destitute Choctaw Indians at and near Fort Smith, Arkansas, the following articles, viz:

60 barrels of flour.
8 barrels of salt.
12 & one-half bushels of corn.
4,000 pounds of bacon.
28,172 pounds of beef, gross.

THOMAS EDWARDS.

We, the undersigned, certify that the foregoing articles were delivered to Thomas Edmonds, acting chief of the Choctaw Nation, in our presence, and that his signature was affixed in our presence this 31st day of August, 1864.

O. S. DILLON.
JEREMIAH H. WARD.

I certify on honor that I have actually, during the months of July and August, 1864, delivered to Thomas Edwards, acting chief of the Choctaw Nation, the foregoing articles.

ISAAC COLMAN,
U. S. Indian Agent.

FORT SMITH, ARKANSAS,
September the 30th, 1864.

We, the chiefs and headmen of the Choctaw Refugee Indians, do hereby acknowledge to have received during the third quarter, ending September the thirtieth, 1864, of Isaac Colman, U. S. Indian agent, the following articles as presents:

6 lbs. powder, 3.00	18 00
20 lbs. lead, 25	5 00
1 M G. D. caps	2 00
	$25 00

We, the undersigned, certify that the foregoing articles were delivered to the chiefs and headmen of the Choctaw Refugee Indians in our presence, and that their signatures marks were affixed in our presence on this thirtieth day of September, 1864.

SAM'L L. GRIFFITH.
WM. M. HIGHTOWER.
THOMAS EDWARDS.
JEREMIAH H. WARD.

I certify on honor that I have this day actually delivered to the chiefs and headmen of the Choctaw Refugee Indians the foregoing articles.

ISAAC COLMAN.
U. S. Indian Agent.

We, the cheifs and headmen of the Refugee Choctaw and Chickasaw Indians, do hereby acknowledge to have received of Isaac Colman, U.

S. Indian agent, during the months of October, November, and December, 1864, at Fort Smith, Ark., and Fort Gibson, Cherokee Nation, the following articles, viz:

34,664	pounds beef, gross.
197	sacks of flour.
68	bushels of corn.
58	pounds of coffee.
90½	pounds of sugar.
2 8/12	doz. sythes & sneathes.
5 9/12	" hoes.
5/12	" rakes.
1	" shovels.
3½	sett of harness.
6 8/12	dozen forks.
3,184	yds. prints.
9,070	yds. brown domestic.
5,080½	" janes.
120	pairs boys' & girls' shoes (brogans).
385	pairs woman's do. (do.).
511	pairs men's do. (do.).
4	dozen grey & red wollen shirts.
2	" nit wollen coats.
1,129	yrds. bleached domestic.
3,870	" blue drills.
5,960	" Franklin stripe.
20	pounds of skein cotton.
10	packs of pins.
½	M needles.
3	gr. gross brace buttons.
2	" " agate buttons.
50	barrels of salt.
20,000	pounds of bacon.

ESH MA TUBBA, x his mark.
ETORLERT KEE, x his mark.
THOMAS EDWARDS.

We, the underigned, certify that the foregoing articles were delivered to the chiefs and headmen of the Choctaw and Chickasaw Refugee Indians in our presence, and that their signatures or marks were affixed in our presence this 31st day of December, 1864.

MAHARDA COLBERT, x his mark.
A. G. GRIFFITH.
O. S. DILLON.

Attest:
A. McDONALD.

I certify on honor that I have actually, during the months of Octotober, November, and December, 1864, delivered the foregoing articles to the chiefs and headmen of the Refugee Choctaw and Chickasaw Indians.

Fort Smith, Ark., December 31st, 1864.

ISAAC COLMAN,
U. S. Indian Agent.

We, the chiefs and headmen of the Refugee Choctaw and Chickasaw Indians, located at Fort Smith, Ark., and Fort Gibson, C. N., do hereby acknowledge to have received during the first (1) quarter ending March 31st, 1865, of Isaac Colman, U. S. Indian agent, the following articles, viz:

(30,680) thirty thousand six hundred and eighty pounds, gross weight, beef.
(6,000) six thousand pounds bacon.
(102) one hundred and two sacks of flour.
(186) one hundred and eighty-six pounds coffee.
(324) pounds sugar.
(8) barrels salt.
(112) one hundred and twelve pounds tobacco.
(143) one hundred and forty-three bushels corn.

Chickasaws:

ESH-MIA-TUB-BA, x his mark.
E-THOR-LERT-KEE, x his mark.
A. G. GRIFFITH.

For the Choctaws:

JEREMIAH H. WARD.

We certify that we were present at the distribution of the above-mentioned articles and saw the same issued to the chiefs and headmen of the Refugee Choctaw and Chickasaw Indians, and that their signatures or marks were affixed in our presence this thirty-first day of March, 1865.

MAHARTY COLBART, x his mark.
WM. KEETHLY.

Attest:
J. S. ATKINSON.

I certify, on honor, that I have actually, during the first quarter, ending March 31st, 1865, issued the above-named articles to the chiefs and headmen of the Choctaw and Chickasaw Indians at Fort Smith, Ark., and Fort Gibson, C. N.

ISAAC COLMAN,
United States Indian Agent.

We, the chiefs and headmen of the refugee Choctaw and Chickasaw Indians located at Fort Smith, Ark., and Fort Gibson, C. N., do hereby acknowledge to have received during the month of April, 1865, of Isaac Colman, U. S. Indian Agent, the following articles, viz:

384 sacks flour.
834 bushels shelled corn.
39,000 pounds beef, gross weight.
260 pounds coffee.
412 pounds sugar.
80⅔ pounds tobacco.

Choctaw and Chickasaw chiefs:

JEREMIAH WARD.
ETORLERT KEE, his x mark.
LOUIS JONSON, his x mark.

Attest:
A. G. GRIFFITH.
WM. MCKEETHLY.
OLIVER HEBERT.

We certify on honor that we were present at the delivery of the above-mentioned articles, and saw the same issued to the chiefs and headmen of the refugee Choctaw & Chickasaw Indians, and that their signatures or marks were affixed in our presence this thirtieth day of April, 1865.

A. G. GRIFFITH.
WM. McKEETHLY.
OLIVER HEBERT.

I certify on honor that I have actually, during the month of April, 1865, issued the above-named articles to the chiefs and headmen of the Choctaw and Chickasaw Indians at Forts Smith & Gibson.

ISAAC COLMAN,
United States Indian Agent.

We, the chiefs and headmen of the refugee Choctaw and Chickasaw Indians, located at Fort Gibson, C. N., do hereby acknowledge to have received, during the second quarter ending June 30th, 1865, of Isaac Colman, U. S. Indian Agent, the following articles, viz:

2,196$\frac{7}{8}$	pounds	pickl'd joles.
2,955	do	flour.
3,030$\frac{3}{4}$	"	hard bread.
800	"	corn meal.
3,945	"	corn.
334	"	peas.
556$\frac{1}{2}$	"	hominy.
181$\frac{3}{16}$	"	salt.

Chickasaws:

ETORLERT KEE, his x mark.
LOUIS JONSON, his x mark.

We certify on honor that we were present at the delivery of the above-mentioned articles, and saw the same issued to the chiefs and headmen of the refugee Choctaw and Chickasaw Indians, and that their signatures or marks were affixed in our presence this 30th day of June, A. D. 1865.

A. G. GRIFFITH.
WM. KEETHLY.

I certify on honor that I have actually during the second quarter ending June 30th, 1865, issued the above-named articles to the chiefs and headmen of the refugee Choctaw and Chickasaw Indians at Fort Gibson, C. N.

ISAAC COLMAN,
U. S. Ind. Agent.

Received of Elijah Sells, superintendent of Indian affairs, the following goods and supplies for the Indians within the Choctaw and Chickasaw Agency, for which I am accountable to the U. S. Treasury, under my bond:

684	sacks corn, 1,710 bushels.
50	barrels salt.
83$\frac{52}{56}$	bushels corn.
66	sacks flour, 100 lbs. each.
864	sacks flour, 100 lbs. each.
2,000	sacks flour, 100 lbs. each.

Fort Smith, Arkansas, August 8, 1865.

ISAAC COLMAN,
U. S. Ind. Agent.

We, the chiefs and headmen of the refugee Chickasaw Indians, located near Fort Gibson, Cherokee Nation, do hereby acknowledge to have received from Isaac Coleman, U. S. Indian Agent, during the month of July, 1866, at Fort Gibson, Cherokee Nation, the following articles, to wit:

15 barrels (commissary) flour.

JOHNSON ROBINSON, his x mark.

Attest:

W. A. HARLAN.

We, the undersigned, certify that the foregoing articles were delivered to the chiefs and headmen of the refugee Chickasaw Indians in our presence, and that there signatures or marks were affixed in our presence this 27th day of July, A. D. 1866.

MITCHEL BEARNES.
MAHARDY COLBERT, Intep. his x mark.

Attest:

W. A. HARLAN.

I hereby certify on honor that I have actually during the month of July, A. D., 1866, delivered the foregoing articles to the chiefs and headmen of the refugee Chickasaw Indians at Fort Gibson, Cherokee Nation, this 27th day of July, A. D. 1866.

ISAAC COLMAN,
U. S. Indian Agent.

We, the chiefs and headmen of the Choctaw and Chickasaw refugee Indians, do hereby acknowledge to have received during the 3d quarter ending September 30, 1865, at Fort Gibson, Cherokee Nation, and Fort Smith, Ark., of Isaac Coleman, U. S. Indian Agent, the following articles to wit:

1,011 sacks of flour, 100 lbs. eah.
272 barrels of flour, equal 544 sacks.
573 bushels and 52 pounds of corn.
10 barrels of salt.
400 pounds of bacon.
75 " " sugar.
50 " " coffee.
15 " " tobacco.
15 pair " pants.
10 coats.
15 shirts.
15 pair of shoes.
6 hats.
1 beef, 600 pounds.

Choctaws:

JEREMIAH WARD.
A. J. STANTON.

Chickasaws:

LEWIS JOHNSON, his x mark.
ETORLERT KEE, his x mark.
ESH MA TUBBA, his x mark.

We, the undersigned, certify that the foregoing articles were delivered to the chiefs and headmen of the Choctaw and Chickasaw refugee

and other destitute Choctaw Indians in our presence, and that their signatures or marks were affixed in our presence this 30th day of September, 1865.

OLIVER HEBERT.
A. G. GRIFFITH.

I hereby certify on honor that I have actually during the third quarter ending September 30, 1865, issued the within-named quantities of supplies to the chiefs and headmen of the Choctaw and Chickasaw refugee and other destitute Choctaw Indians.

Fort Smith, Ark., September 30, 1865.

ISAAC COLMAN,
U. S. Indian Agent.

Received of Elijah Sells, superintendent of Indian affairs, the following goods and supplies for the refugee Indians of the Choctaw & Chickasaw Agency, and for which I am accountable to the United States Treasury under my bond:

(910) nine hundred & ten sacks of flour, 100 lbs. each.

Fort Smith, Arkansas, October 3, 1865.

ISAAC COLMAN,
U. S. Ind. Agent.

Received at Fort Smith, Ark., October 20th, 1865, from Elijah Sells, superintendent of Indian affairs for the Southern Superintendency, eleven hundred & forty-nine & three-fourths (1,149$\frac{3}{4}$) bushels of wheat, for which I am accountable to the Treasury of the United States under my bond.

ISAAC COLMAN,
U. S. Indian Agent.

Received at Fort Smith, Arkansas, November 15th, 1865, from Perry Fuller & Co., on account of contract dated October 12th, 1865, made with Elijah Sells, superintendent of Indian affairs, the following supplies, for which I am accountable to the Treasurer of the United States on my bond, viz:

Fourteen hundred (1,400) sacks of flour.

Three hundred (300) bushels of corn.

ISAAC COLMAN,
U. S. Indian Agent.

(Quadruplicate.)

We, the chiefs and headmen of the Refugee Chickasaw Indians, do hereby acknowledge to have received of Isaac Colman, U. S. Indian Agent, during the months of October, November, and December, 1865, at Fort Gibson, Cherokee Nation, the following articles:

20 head of beeves, average weight 1,598 pounds; total gross weight 31,950 pounds.

(145) sacks of flour.

(81$\frac{19}{56}$) bushels of corn.

(3) barrel of salt.

ETOR LERT KEE, his x mark.
LOUIS JOHNSON, his x mark.

We, the undersigned, certify that the foregoing articles were delivered to the chiefs and headmen of the Refugee Chickasaw Indians, in our presence, and that their signatures or marks were affixed in our presence this 31st day of December, 1865.

MAHARDA COLBERT, Interpreter, his x mark.
A. G. GRIFFITH.

Attest:
J. A. TIBBITS.

I certify on honor that I have actually, during the months of October, November, and December, 1865, delivered the foregoing articles to the chiefs and headmen of the Refugee Chickasaw Indians.

ISAAC COLMAN,
U. S. Indian Agent.

We, the headmen of the refugee & destitute Choctaw & Chickasaw Indians, now located near Fort Gibson, Cherokee Nation, do hereby acknowledge to have received, during the present quarter ending December 31, 1865, of Isaac Colman, U. S. Indian Agent, the following articles as presents, to wit:

5 pounds of powder, at 1.25 per pound	$6 25
15 pounds of lead, at 30 cents per pound	4 50
	$10 75

ETOR LERT KEE, his x mark.
A. G. GRIFFITH.

We hereby certify that the foregoing articles were delivered to the headmen of the Choctaw & Chickasaw refugee & destitute Indians now located near Fort Gibson, Cherokee Nation, in our presence, and that their signatures or marks were affixed in our presence this twentieth day of October, 1865.

H. E. McKEE.
J. S. ATKINSON.

I certify on honor that the above account is correct and just, and that I have actually this twentieth day of October, 1865, paid the amount thereof.

ISAAC COLMAN,
U. S. Indian Agent.

We, the chiefs and headmen of the Choctaw Indians, do hereby acknowledge to have received of Isaac Coleman, U. S. Indian Agent, during the months of October, November, and December, 1865, at Fort Smith, Ark's, the following articles, to wit:

Twenty-six hundred and sixty-eight (2,668) s'ks of flour.
Eleven hundred and eighty-six $\frac{41}{56}$ (1,186$\frac{41}{56}$) bush. of corn.
Twenty-one head of beeves, 20,475 lbs., gross weight, fresh beef.
Eleven hundred and forty-nine $\frac{3}{4}$ (1,149$\frac{3}{4}$) bush. of seed wheat.
Twenty-eight (28) barrels of salt.

ASHLEY BURNS, *Dist. Chief.*
ROBERT B. PATTON.

We, the undersigned, certify that the foregoing articles were delivered to the chiefs and headmen of the Choctaw Indians in our presence, and

that their signatures or marks were affixed in our presence this 31st day of December, 1865.

ANDREW J. STACY.
JEREMIAH WARD, *Interpreter.*

I certify on honor that I have actually, during the months of October, November, and December, 1865, delivered the foregoing articles to the chiefs and headmen of the Choctaw Indians at Fort Smith, Arkansas, December 31, 1865.

ISAAC COLMAN,
U. S. Indian Agent.

We, the chiefs and headmen of the Southern Refugee Cherokee Indians, temporarily located in the Choctaw Nation, near Fort Smith, Ark's, do hereby acknowledge to have received of Isaac Coleman, U. S. Indian Agent, during the months of October, November, and December, 1865, at Fort Smith, the following articles, to wit:

(306) three hundred and six s'ks of flour.
(158) one hundred and fifty-eight bush. of corn.
Twenty-two head of beeves, 21,450 lbs., gross w't, fresh beef.
(4) four bbls. salt.

G. W. GUNTER.
D. R. COODEY.

We, the undersigned, certify that the foregoing articles were delivered to the chiefs and headmen of the Southern Refugee Cherokee Indians, temporarily residing in the Choctaw Nation, in our presence, and that their signatures or marks were affixed in our presence this 31st day of December, 1865.

ANDREW J. STACY.
JEREMIAH WARD, *Interpreter.*

I certify on honor that I have actually, during the months of October, November, & December, 1865, delivered the foregoing articles to the chiefs and headmen of the Southern Refugee Cherokee Indians at Fort Smith, Ark's, December 31, 1865.

ISAAC COLMAN,
U. S. Indian Agent.

Rec'd at Fort Smith, Ark., Jan'y 31st, 1866, from P. Fuller & Co., on acc't of contract dated Oct. 12, 1865, made with Elijah Sells, superintendent Indian affairs Southern Superintendency, the following supplies, for which I am accountable to the United States Treausurer under my bond, viz:

800 s'ks flour.
100 ba'ls salt.
225 bu. corn.

ISAAC COLMAN,
U. S. Indian Agent.

Received at Fort Smith, Arkansas, during the 4th quarter ending December 31st, 1865, from Perry Fuller & Co., under contract made with Elijah Sells, superintendant of Indian affairs for the Southern Superintendancy, dated—

Sixty-three (63) head of beef cattle, gross weight seventy-three thou-

sand eight hundred and eighty-five pounds (73,885) of fresh beef, for which I am accountable to the United States Treasurer under my bond.

ISAAC COLMAN,
U. S. Indian Agent.

Received at Fort Smith, Ark., January 31st, 1866, from Perry Fuller & Co., on account of contract dated Oct. 12th, 1865, made with Elijah Sells, superintendent of Indian affairs for the Southern Superintendency, the following supplies, for which I am accountable to the United States Treasurer under my bond, viz:

40 head of beef cattle, gross weight 40,000 pounds.

ISAAC COLMAN,
U. S. Indian Agent.

Rec'd, Fort Smith, Ark., Feb'y 2nd, 1866, of P. Fuller & Co., on acct. of contract dated Oct. 12th, 1865, made with Elijah Sells, sup't Indian affairs for Southern Superintendency, the following goods & supplies, for which I am accountable to the United States Treasurer under my bond, viz:

2,400 prs. men's brogans.
2,650 " women's shoes.
1,400 " boys' shoes.
1,500 " misses' shoes.
300 men's hats.
16,000 yds. prints.
14,900 " domestic.
5,150 " jeans.
8,490 " satinett.
9,170 " Franklin stripe.
6,380 " blue drill.
4,600 " Canton flannel.
7,360 " blue & gray flannel.
970 pairs blankets.
300 lbs. asst. and white thread.
50 M needles.
730 prs. pants.
600 coats.
500 wool shirts.
500 axes.
200 turning plows.
400 steel hoes.

ISAAC COLMAN,
U. S. Indian Agent.

Received at Fort Smith, Arkansas, January 15th, 1866, from P. Fuller & Co., on account of contract dated October 12th, 1865, made with Elijah Sells, sup't of Indian affairs for the S. Supty., the following supplies, for which I am accountable to the Treasurer of the United States under my bond, viz:

1,200 sacks of flour.

ISAAC COLMAN,
U. S. Indian Agent.

We, the chiefs and head men of the Southern Cherokee (refugee) Indians temporarily located in the Choctaw and Chickasaw Nations, do hereby acknowledge to have received from Isaac Colman, U. S. Indian agent, during the first quarter ending the thirty-first of March, 1866, the following articles, to wit:

514 pairs men's brogan shoes.
588 " women's do. do.
316 " boy's do. do.
378 " misses' " "
63 men's wool hats.
2,754 yards prints.
3,291 " domestics.
1,019 " jeans.
1,832 " satinetts.
2,453 " Franklin stripes.
1,300 " blue drill.
1,110 " Canton flannel.
1,726 " blue gray flannel.
222 pairs blankets.
65 lbs. assorted white thread.
12 M needles.
171 pairs pants.
112 coats.
105 wool shirts.
112 filling axes.
70 turning plows.
97 steel hoes.

G. W. GUNTER.
D. R. COODEY.

We, the undersigned, certify that the foregoing articles were delivered to the chiefs and head men of the Southern refugee Cherokee Indians temporarily located in the Choctaw & Chickasaw Nation, in our presence, and that their signatures were affixed in our presence, this thirty-first day of March, 1866.

R. B. HANNA.
JEREMIAH WARD, *Interpreter.*

I certify on honor that I have actually, during the first quarter ending March thirty-first, 1866, delivered the foregoing articles to the chiefs & headmen of the Southern Refugee Cherokee Indians at New Hope, Choctaw Nation, this thirty-first day of March, 1866.

ISAAC COLMAN,
U. S. Indian Agent.

We, the chiefs and headmen of the band of Caddoe Indians belonging to the Witchita Agency, located near Fort Arbuckle, in the Chickasaw Nation, do hereby acknowledge to have received from Isaac Coleman, U. S. Indian agent, during the months of January, February, and March, 1866, at Fort Arbuckle, the following articles, to wit:

48 pairs of men's brogans.
53 " " women's shoes.
28 " " boys' do.
30 " " misses' do.

6 men's hats.
320 y'ds of prints.
298 " " domestic.
103 " " jeans.
182 " " satinetts.
184 " " Franklin stripes.
121 " " blue drills.
92 " " Canton flannel.
149 " " blue and grey do.
20 pairs blankets.
6 pounds of assorted and white thread.
1,000 M needles.
16 pairs of pants.
12 coats.
10 wool shirts.
10 axes.
4 turning plows.
8 steel hoes.

TINAH, *Caddo Chief*, his x mark.
GEORGE WASHINGTON, *Headman*, his x mark.
LUCK A-PARCH-A, *Headman*, his x mark.
WILLIAM, *Headman*, his x mark.

We, the undersigned, certify that the foregoing articles were delivered to the chiefs and headmen of the band of Caddo Indians, belonging to the Witchita Agency, located near Fort Arbuckle, in the Chickasaw Nation, in our presence, and that their signatures or marks were affixed in our presence this 31st day of March, 1866.

H. P. JONES, *Interpreter.*
W. T. STRAIN.

I certify, on honor, that I have actually, during the months of January, February, and March, 1866, delivered the foregoing articles to the chiefs and headmen of the band of Caddo Indians, belonging to Witchita Agency, located near Fort Arbuckle, in the Chickasaw Nation, March 31st, 1866.

ISAAC COLMAN,
U. S. Indian Agent.

We, the chiefs and headmen of the band of Comanche Indians belonging to the Witchita Agency, located near Fort Arbuckle, in the Chickasaw Nation, do hereby acknowledge to have received from Isaac Coleman, U. S. Indian agent, during the months of January, February, and March, 1866, at Fort Arbuckle, the following articles, to wit:

72 pairs of men's brogans.
79 " " women's shoes.
42 " " boys' do.
45 " " misses' do.
9 men's hats.
480 y'ds of prints.
447 " " domestic.
154 " " jeans.
255 " " satinett.
275 " " Franklin stripes.
191 " " blue drill.

138 " " Canton flannel.
220 " " blue grey do.
29 pairs blankets.
9 pounds of assorted and white thread.
1,500 M needles.
22 pairs pants.
18 coats.
15 wool shirts.
15 axes.
6 turning plows.
12 steel hoes.

TOSH-A WA, *Comanche Chief*, his x mark.
TO-YET, *Headman*, his x mark.
ESSE HABBE, *Headman* his x mark.
KA-HAB-BE WOT, *Headman*, his x mark.

We, the undersigned, certify that the foregoing articles were delivered to the chiefs and headmen of the band of Comanche Indians, belonging to the Witchita agency, located near Fort Arbuckle, C. N., in our presence, and that their signatures or marks were affixed in our presence this 31st day of March, A. D. 1866.

H. P. JONES, *Interpreter.*
W. T. STRAIN.

I certify, on honor, that I have actually, during the months of January, February, and March, 1866, delivered the foregoing articles to the chiefs and head men of the band of Comanche Indians, belonging to Witchita agency, located near Fort Arbuckle, Chickasaw Nation.
March 31st, 1866.

ISAAC COLMAN,
U. S. Indian Agent.

We, the chiefs and head men of the Choctaw Indians, do hereby acknowledge to have received from Isaac Colman, U. S. Indian agent, during the months of January, February, and March, 1866, at Skulla Ville, Choctaw Nation, the following articles, to wit:

1,500 pairs woman's brogan shoes.
600 pairs woman's do. do.
945 " mens' do. do.
508 " misses' do. do.
508 " boys' do. do.
135 men's wool hats.
23,278 yards prints.
20,340 " 4-4 standard domestic.
2,260 " bleached do.
5,650 " Kentucky jeanes.
4,520 " satinets.
11,300 " Franklin stripes.
6,780 " blue drills.
5,650 " bed-ticking.
6,780 " canton flannel.
3,390 " grey flannel.
3,415 " blue do.
4,512 " lindsey.
452 pairs of blanketts.

340 pounds of assorted skine cotton-thread.
22 " pattent thread.
22,500 needles.
2 gross pant buttons.
2 gross agate buttons.
11 packs of pins.
497 satinet coats.
630 pairs of pants.
226 grey wool shirts.
2,034 pairs woman's hoes.
508 " misses' do.
897 " men's wool socks.
508 " small hoes.
1,130 pounds of tobacco.
2,260 " sugar.
2,290 " coffee.
675 " rice.
340 " dried apples.
125 " pepper.
135 turning plow irons, complete.
135 shovel-plow irons, do.
31 doz. steel hoes.
452 felling axes, from 4 to six pounds each.

PETER FOLSOM.
LEWIS CASS.
ASHLEY BURNS.

We, the undersigned, certify that the foregoing articles were delivered to the chiefs and head men of the Choctaw Indians in our presence, and that their signatures or marks were affixed in our presence this 31st day of March, 1866, at Skulla Ville, Choctaw Nation.

J. A. TIBBITTS.
JEREMIAH WARD, *Interpreter.*

I certify on honor that I have actually, during the months of January, February, and March, 1866, delivered the foregoing articles to the chiefs and headmen of the Choctaw Indians at Skulla Ville, Choctaw Nation, this thirty-first (31st) day of March, 1886.

ISAAC COLMAN,
U. S. Indian Agent.

We, the chiefs and head men of the Southern Refugee Cherokee Indians, do hereby acknowledge to have received from Isaac Colman, U. S. Indian agent, during the months of January, February, and March, 1866, the following articles, to wit:

487 sacks of flour.
175 bushels of corn.
18 barrels of salt.
50 head of beeves; total gross weight, 50,250 pounds.

G. W. GUNTER.
D. R. COODRY.

We, the undersigned, certify that the foregoing articles were delivered to the chiefs and head men of the Southern Refugee Cherokee Indians in our presence, and that their signatures or marks were affixed in our presence this 31st day of March, 1866.

ANDREW J. STACY.
JEREMIAH WARD, *Interpreter.*

I certify on honor that I have actually, during the months of January, February, and March, 1866, delivered the foregoing articles to the chiefs and head men of the Southern Refugee Cherokee Indians at Skulla Ville, Choctaw Nation, this 31st day of March, 1866.

ISAAC COLMAN,
U. S. Indian Agent.

We, the chiefs and head men of the Choctaw Indians, do hereby acknowledge to have received from Isaac Colman, U. S. Indian agent, during the months of January, February, and March, 1866, at Skulla Ville, Choctaw Nation, the following articles, to wit:

4,093 sacks of flour, 100 lbs. ea.
350 bushels of corn.
65 barrels of salt.
31 head of beeves; total gross weight, 31,775 pounds.

PETER FOLSOM.
LEWIS CASS.
ASHLEY BURNS.

We, the undersigned, certify that the foregoing articles were delivered to the chiefs and head men of the Choctaw Indians in our presence, and that their signatures or marks were affixed in our presence this thirty-first (31st) day of March, 1866.

ANDREW J. STACY.
JEREMIAH WARD, *Interpreter.*

I certify on honor that I have actually, during the months of January, February, and March, 1866, delivered the foregoing articles to the chiefs and head men of the Choctaw Indians at Skulla Ville, Choctaw Nation, this thirty-first day of March, 1866.

ISAAC COLMAN,
U. S. Indian Agent.

Received at Fort Smith, Arkansas, January 9th, 1866, from Perry Fuller & Co., on account of contract dated October 12th, 1865, made with Elijah Sells, superintendent of Indian affairs, for the southern superintendency, the following goods & supplies, for which I am accountable to the United States Treasurer under my bond, viz:

2,034	pairs	women's brogan shoes.
1,017	"	men's do. do.
508	"	misses' do. do.
508	"	boys' do. do.
135	men's	wool hats.
23,278	yards	prints.
20,340	"	4-4 standard domestic.
2,260	"	bleached do.
5,650	"	Kentucky jeans.
4,520	"	satinet.
11,300	"	Franklin stripe.
6,780	"	blue drill.
5,650	"	bed ticking.
6,780	"	canton flannel.
3,390	"	gray flannel.
3,415	"	blue do.

4,512 " linsey.
452 pairs blankets.
340 pounds assorted skein cotton thread.
22 pounds patent thread.
22,500 needles.
11 gross pant buttons.
2 " agate buttons.
11 packs pins.
497 satinet coats.
630 pairs pants.
226 gray wool shirts.
2,034 pairs women's hose.
508 " misses' do.
1,017 " men's wool socks.
508 " small hose.
1,130 pounds tobacco.
2,260 " sugar.
2,290 " coffee.
675 " rice.
340 " dried apples.
125 " pepper.
135 turning plow irons, complete.
135 shovel do. do. do.
31 dozen steel hoes.
452 felling axes from 4 to 6 pounds each.

ISAAC COLMAN,
U. S. Indian Agent.

Received at Fort Gibson, Cherokee Nation, during the months of January, February, & March, 1866, from P. Fuller & Co., on account of contract dated ———, made with Elijah Sells, supt. of Indian affairs for the Southern Superintendency, the following supplies, for which I am accountable to the United States Treasurer under my bond, viz:

36 head of beef cattle, 34,000 pounds gross weight.

ISAAC COLMAN,
U. S. Indian Agent.

NOTE.—3 vouchers marked No. 10. The weights are added together.

Received at Fort Gibson, Cherokee Nation, during the first quarter 1866, from P. Fuller & Co., on account dated Oct. 12th, 1865, made with Elijah Sells, supt. of Indian affairs for the southern superintendency, the following supplies, for which I am accountable to the Treasurer of the United States, under my bond, viz:

115 sacks of flour.
100 bushels of corn.
5 barrels of salt.

ISAAC COLMAN,
U. S. Indian Agent.

NOTE.—3 vouchers marked No. 10. The weights are added together.

Received at Fort Arbuckle, Chickasaw Nation, during the months of January, February, and March, 1866, from P. Fuller & Co., on account

of contract, dated October 12th, 1865, made with Elijah Sells, superintendant of Indian affairs for the southern superintenda'cy, the following supplies, for which I am accountable to the Treasurer of the United States under my bond, March 31st, 1866, viz:

65 head of beef cattle, total gross weight 72,020 pounds.
458 bushels of corn.
860 pounds of salt, equal $3\frac{1}{14}$ bbls.

ISAAC COLMAN,
U. S. Indian Agent.

NOTE.—3 Vouchers marked No. 10. The weights are added together.

Received at Fort Smith, Ark., April 9th, 1866, from P. Fuller & Co., on account of contract dated Oct. 12th, 1865, made with Elijah Sells, supt. of Indian affairs for the Southern Superintendency, the following supplies, for which I am accountable to the United States Treasurer under my bond, viz:

10,850 bushels of corn.
20 barrels of salt.

ISAAC COLMAN,
U. S. Indian Agent.

NOTE.—Three vouchers marked No. 12. The weights are added together.

Received at Fort Arbuckle, Chickasaw Nation, April 1st, 1866, from P. Fuller & Co., on account of contract dated———, made with Elijah Sells, supt. Ind. affairs for the Southern Superintendency, the following supplies, for which I am accountable to the United States Treasurer under my bond, viz:

20 head of beef cattle, 15,250 pounds gross weight.
131 bushels corn.
50 pounds of salt.

ISAAC COLMAN,
U. S. Indian Agent.

NOTE.—3 vouchers marked No. 12. The weights are added together.

Received at Fort Arbuckle, Chickasaw Nation, April 10th, 1866, from P. Fuller & Co., on account of contract dated———, made with Elijah Sells, supt. of Indian affairs for the Southern Superintendency, the following supplies, for which I am accountable to the United States Treasurer under my bond, viz:

18 head of beef cattle, 16,200 pounds gross weight.

ISAAC COLMAN,
U. S. Indian Agent.

NOTE.—3 vouchers marked No. 12. The weights are added together.

Received of Elijah Sells, supt. Ind. affairs, the following supplies, for which I am accountable to the United States Treasurer under my bond.

37	lbs onion seeds,	$\frac{1}{8}$	lbs papers.
2	" tobacco,	$\frac{1}{2}$	oz. "

93	"	turnip	¼ lb.	"
4½	"	early York cabbage,	½ oz.	"
4½	"	drumhead	½ "	"
15	"	radish,	½ "	"
39	"	beet,	2 "	"
3⅝	"	tomato,	1 "	"
5½	"	cucumber,	1 "	"

Paper bags containing seeds.

Lawrence, Kansas, March 31st, 1866.

ISAAC COLMAN.
U. S. Indian Agent.

Received, Fort Smith, Arkansas, April 9th, 1866, of Perry Fuller & Co., the following goods and supplies, on account of contract made with Elijah Sells, supt. of Indian affairs, dated Oct. 12, 1865, for which I am accountable to the United States Treasurer under my bond.

1,328	prs.	women's brogan shoes.
1,276	"	men's do
1,082	"	boys' do
1,147	"	misses' do
7,686	yds.	⅘ standard domestics.
11,492½	"	prints.
1,763	"	Franklin stripes.
1,487	"	blue drills.
946½	"	grey flannel.
1,072	"	blue do
3,218	"	bleached domestics.
2,783	"	sattinette.
3,789½	"	Kentucky jeans.
2,618¼	"	bed ticking.
648	ps.	blankets.
496		grey wool shirts.
289		coats satinett.
289	prs.	pants.

ISAAC COLMAN,
U. S. Indian Agent.

OFFICE OF THE CHOCTAW & CHICKASAW AGENCY,
SCULLYVILE, CHOCTAW NATION, *April* 17, 1866.

Received at Scullyville Landing, Choctaw Nation, from Elijah Sells, superintendent of Indian affairs for the Southern Superintendency, the following articles for distribution to the Indians within this agency, for which I am accountable to the United States Treasurer under my bond, viz:

648	bushels	seed	potatoes.
112	do.	do.	beans.
72	do.	do.	peas.
500	do.	do.	corn.
200	horse collars.		
200	pairs hames.		
200	do.	trace chains.	
10	doz. axes.		
12	do. hoes.		

ISAAC COLMAN,
U. S. Indian Agent.

Received of Elijah Sells, sup't of Indian affairs, three thousand pairs, good quality, new army blankets, fifteen hundred pairs of which are at Fort Smith, Arkansas, and fifteen hundred pairs at Boggy Depot, in the Choctaw Nation, for which I am responsible to the United States Treasurer under my bond.

August 29, 1866.

ISAAC COLMAN,
U. S. Indian Agent.

Received at Paul's Station, Chickasaw Nation, May 1st, 1866, from P. Fuller and Co., on account of contract dated February 5th, 1866, made with Elijah Sells, sup't Indian affairs for the Southern Superintendency, the following supplies, for which I am accountable to the United States Treasurer under my bond:

23 head beef cattle, gross weight 18,575 pounds.
59 bushels corn.

ISAAC COLMAN,
U. S. Indian Agent.

Received at Fort Smith, Arks., Feb'y 20, 1866, from Perry Fuller & Co., on account of contract dated Oct. 12, 1865, with Elijah Sells, superintendent of Indian affairs for Southern Superintendency, the following supplies, for which I am accountable to the United States Treasurer under my bond, viz:

2,000 sacks of flour.
300 bush. of corn.

ISAAC COLMAN,
U. S. Indian Agent.

We, the chiefs and headmen of the Refugee Chickasaw Indians, do hereby acknowledge to have received from Isaac Colman, U. S. Indian agent, during the months of January, February, & March, 1866, at Fort Gibson, Cherokee Nation, the following articles, to wit:

75 coats.
1,825 yds. domestic.
2,362 " prints.
582 " jeans.
96 prs. women's hose.
48 prs. men's wool socks.
5 thread.
6 gross buttons.
6 packs. pins.
321 yds. flannels.
70 prs. women's shoes.
120 " men's do.
60 " boys' do.
3 hats.
25 lbs. tobacco.
100 bushels corn.
105 sacks flour.
5 barrels salt.
36 head of beeves, 34,000 pounds gross weight.

LEWIS JOHNSON, his x mark,
Act. Principal Chief.

NOTE BY PRINTER.—The articles not delivered are printed in *italics*.

The above articles that are marked out were not delivered to the Indians.

ISAAC COLMAN,
U. S. Indian Agent.

We, the undersigned, do hereby certify that the aforegoing goods & supplies were delivered by Isaac Coleman, United States Indian agent, to the chiefs and headmen of the Chickasaw Nation in our presence, and that their signatures were affixed in our presence, this 20th day March, A. D. 1866.

MEWHARDY COLBERT, his x mark.
E. J. BROWN.
W. A. HARLAN.

I certify on honor that I have actually, during the months of January, February, and March, 1866, delivered the foregoing articles to the chiefs and headmen of the Refugee Chickasaw Indians located near Fort Gibson, C. N.

ISAAC COLMAN,
U. S. Indian Agent.

We, the undersigned, citizens of the Choctaw Nation, do hereby acknowledge to have recceived from Isaac Colman, U. S. Indian agent, during the second quarter, ending June the 30th, 1866, the following articles, to wit:

700 pairs men's brogan shoes.
800 " women's " "
430 " boys' " "
527 pairs misses' " "
85 hats.
3,840 yds. prints.
3,197 " domestics.
1,420 " jeans.
2,492 " satinets.
2,669 " Franklin stripes.
2,440 " blue drill.
1,510 " Canton flannel.
2,053 " blue gray "
302 pairs blankets.
88 lbs. assorted cotton thread.
3,000 M needles.
230 pairs pants.
152 coats.
143 wool shirts.
152 filling axes.
44 turning plows.
131 steel hoes.

T. B. TURNBULL,
District Chief, C. N.

We, the undersigned, certify that the foregoing articles were delivered in our presence to the above-named persons, and that their signatures were affixed in our presence, this thirtieth day of May, 1866.

D. W. CORDER.
JEREMIAH WARD, *Interpreter.*

I certify on honor that I have actually, during the second quarter, ending June 30th, 1866, delivered the foregoing articles to the above-named citizens of the Choctaw Nation at Boggy Depot, C. N., May thirtieth, 1866.

ISAAC COLMAN,
U. S. Indian Agent.

We, the chiefs and headmen of the Southern Cherokee Indians, temporarily located on the south side of the Arkansas River, in the Choctaw Nation, do hereby acknowledge to have received from Isaac Colman, U. S. Indian agent, during the months of April, May, and June, 1866, at Schullaville, Choctaw Nation, the following articles, to wit:

48 steel hoes.
36 felling axes.
400 sacks of flour.
12 barrels of salt.
3,540 bushels of corn.
180 bushels of seed potatoes.
32 bushels of beans.
20 bushel of peas.
60 horse collars.
60 pairs of hames.
60 pairs of trace chains.
$3\frac{1}{14}$ barrels and 50 pounds salt.

G. W. GUNTER.
D. R. COODEY.

We, the undersigned, certify that the foregoing articles were delivered to the chiefs and headmen of the Southern Cherokee Indians in our presence and that their signatures were affixed in our presence at Schullaville, Choctaw Nation, this 30th day of June, 1866.

ROBERT B. PATTON.
JEREMIAH WARD, *Interpreter.*

I certify on honor that I have actually, during the months of April, May, and June, 1866, delivered the foregoing articles to the chiefs and headmen of the Southern Cherokee Indians, at Schullaville, Choctaw Nation, this 30th day of June, 1866.

ISAAC COLMAN,
U. S. Indian Agent.

We, the chiefs and headmen of the Choctaw Indians, do hereby acknowledge to have received from Isaac Colman, U. S. Indian agent, during the months of April, May, and June, 1866, at Schullaville, Choctaw Nation, the following articles, to wit:

96 steel hoes.
84 felling axes.
600 sacks of flour.
30 barrels of salt.
7,810 bushels of corn.
468 bushels of seed potatoes.
80 bushels of beans.
52 bushels of peas.
140 horse collars.

140 pairs of hames.
140 " of trace chains.

ASHLEY BURNS,
D. C. C. N.
LEWIS CASS.
JOHN WILKINS,
Acting Principal Chief C. N.

We, the undersigned, certify that the foregoing articles were delivered to the chiefs and headmen of the Choctaw Indians in our presence, and that their signatures were affixed in our presence, at Schullaville, Choctaw Nation, this 30th day of June, 1866.

A. F. THOMPSON.
JEREMIAH WARD,
Interpreter.

I certify on honor that I have actually, during the months of April, May, and June, 1866, delivered the foregoing articles to the chiefs and headmen of the Choctaw Indians at Schullaville, Choctaw Nation, this 30th day of June, 1866.

ISAAC COLMAN,
U. S. Indian Agent.

We, the chiefs and headmen of the Refugee Chickasaw Indians located near Fort Gibson, Cherokee Nation, do hereby acknowledge to have received from Isaac Colman, U. S. Indian agent, during the months of April, May, and June, 1866, at Fort Gibson, Cherokee Nation, the following articles, viz:
$731\frac{52}{56}$ bushels of corn.
70 sacks of flour.

A. G. GRIFFITH.
JOHNSON ROBINSON, his x mark.

Witness:
JOHN FIELD.

We, the undersigned, certify that the foregoing articles were delivered to the chiefs and headmen of the Refugee Chickasaw Indians in our presence, and that their signatures or marks were affixed in our presence this 30th day of June, 1866.

MITCHEL BEANES.
MAHORDY COLBERT, Interpreter, his x mark.

Witness:
JOHN FIELD.

I certify on honor that I have actually, during the months of April, ay, and June, 1866, delivered the foregoing articles to the chiefs and eadmen of the Refugee Chickasaw Indians at Fort Gibson, Cherokee Nation, this 30th day of June, 1866.

ISAAC COLMAN,
U. S. Indian Agent.

We, the chiefs and headmen of the Choctaw Indians, do hereby acknowledge to have received from Isaac Colman, U. S. Indian agent,

during the months of April, May, and June, 1866, at Schullaville, Choctaw Nation, the following articles, to wit:

21 lb.	onion seed,	in	$\frac{1}{8}$ lb.	papers.	
1 "	tobacco "	"	$\frac{1}{2}$ oz.	"	
50 "	turnip "	"	$\frac{1}{4}$ lb.	"	
3 "	early York cab'age seed,	in	$\frac{1}{2}$ oz.	papers.	
3 "	drumhead cab'age	"	" $\frac{1}{2}$	"	"
8 "	radish seed,		" $\frac{1}{2}$	"	"
25 "	beet	"	" 2	"	"
2 "	tomato	"	" 1	"	"
3 "	cucumber	"	" 1	"	"

Paper bags containing seeds.

ASHLEY BURNS,
D. C. C. N.
LEWIS CASS.
JOHN WILKINS,
Acting Principal Chief C. N.

We, the undersigned, certify that the foregoing articles were delivered to the chiefs and headmen of the Choctaw Indians in our presence, and that their signatures were affixed in our presence, this 30th day of June, 1866.

A. F. THOMPSON.
JEREMIAH WARD,
Interpreter.

I certify on honor that I have actually, during the months of April, May, and June, 1866, delivered the foregoing articles to the chiefs and headmen of the Choctaw Indians at Schullaville, Choctaw Nation, this 30th day of June, 1866.

ISAAC COLMAN,
U. S. Indian Agent.

We, the chiefs and headmen of the Southern Cherokee Indians, temporarily located on the south side of the Arkansas River, in the Choctaw Nation, do hereby acknowledge to have received from Isaac Colman, U. S. Indian agent, during the months of April, May, and June, 1866, at Schullaville, Choctaw Nation, the following articles, to wit:

16 lb.	onion seeds,	in	$\frac{1}{8}$ lb.	papers.	
1 "	tomato "		$\frac{1}{2}$ oz.	"	
43 "	turnip "		$\frac{1}{4}$ lb.	"	
$1\frac{1}{2}$ "	early York cab'age seed,		$\frac{1}{2}$ oz.	papers.	
$1\frac{1}{2}$ "	drumhead	"	" $\frac{1}{2}$	"	"
7 "	radish		" $\frac{1}{2}$	"	"
14 "	beet		" 2	"	"
$1\frac{5}{8}$ "	tomato		" 1	"	"
$2\frac{1}{2}$ "	cucumber		" 1	"	"

Paper bags containing seeds.

G. W. GUNTER.
D. R. COODEY.

We, the undersigned, certify that the foregoing articles were delivered to the chiefs and headmen of the Southern Cherokee Indians, temporarily located in the Choctaw Nation, in our presence, and that

their signatures or marks were affixed in our presence this 30th day of June, 1866.

ROBERT B. PATTON.
JEREMIAH WARD,
Interpreter.

I certify on honor that I have actually, during the months of April, May, and June, 1866, delivered the foregoing articles to the chiefs and headmen of the Southern Cherokee Indians (temporarily located in the Choctaw Nation), at Schullaville, Choctaw Nation, this 30th day of June, 1866.

ISAAC COLMAN,
U. S. Indian Agent.

We, the undersigned, citizens of the Chickasaw Nation, do hereby acknowledge to have received from Isaac Colman, U. S. Indian agent, during the second quarter, ending June the 30th, 1866, the following articles, to wit:

214 pairs men's brogan shoes.
246 " women's " "
132 " boys' " "
160 " misses' " "
26 men's hats.
1,164 yds. prints.
970 " domestics.
430 " jeans.
763 " satinets.
1,022 " Franklin stripe.
542 " blue drill.
462 " cotton flannel.
631 " blue & gray "
92 pairs blankets.
27 lbs. assorted cotton thread.
5 M needles.
71 pairs pants.
47 coats.
44 wool shirts.
47 filling axes.
20 turning plows.
40 steel hoes.

JACKSON KEMP,
Gov'r pro tem. Chickasaw Nation.

We, the undersigned, certify that the foregoing articles were delivered in our presence to the above-named persons, and that their signatures were affixed in our presence this thirty-first of May, 1866.

Capt. J. E. ANDERSON.
THOS. CHEADLE.
THOS. J. THOMPSON.

I certify on honor that I have actually, during the second quarter, ending June 30th, 1866, delivered the foregoing articles to the above-named citizens of the Chickasaw Nation, at Tishamingo, C. N., May thirty-first, 1866.

ISAAC COLMAN,
U. S. Indian Agent.

We, the chiefs & headmen of the Choctaw Indians, do hereby acknowledge to have received from Isaac Colman, United States Indian agent, during the months of April and May, 1866, at Skullaville, Choctaw Nation, the following articles, to wit:

80, 020	pounds of beef, gross weight.	78 head cattle delivered on foot. 875 " " " " "
1, 328	pairs women's brogan shoes.	
1, 276	" men's "	
1, 082	" boys' "	
1, 147	" misses' "	
7, 686	yards $\frac{4}{4}$ standard domestics.	
11, 492½	" prints.	
1, 763	" Frankin stripe.	
1, 487	" blue drills.	
946½	" gray flannel.	
1, 072	" blue do.	
3, 218	" bleached domestic.	
2, 783	" sattinett.	
3, 789½	" Kentucky jeans.	
2, 618¼	" bed ticking.	
648	pairs blankets.	
496	gray wool shirts.	
289	coats (satinet).	
289	pairs pants (satinet).	

ASHLEY BURNS,
D. C., C. N.
LEWIS CASS.

We, the undersigned, certify that the foregoing articles were delivered to the chiefs & headmen of the Choctaw Indians in our presence, & that their signatures were affixed in our presence at Schullaville, Choctaw Nation, this 30th day of May, 1866.

A. F. THOMPSON.
JEREMIAH WARD,
Interpreter.

I certify on honor that I have actually, during the months of April & May, 1866, delivered the foregoing articles to the chief and headmen of the Choctaw Indians at Schullaville, Choctaw Nation, this 30th day of May, 1866.

ISAAC COLMAN,
U. S. Indian Agent.

Deposition of Joseph Hodges, for claimant, taken at Fort Smith, Ark., on the 16th, 17th, 18th, 19th, and 21st days of November, A. D. 1881.

Claimant's counsel, John B. Luce; defendant's counsel, Isaac S. Lyon.

JOSEPH HODGES having been produced as a witness on behalf of the claimant, was by me sworn, before any question was put to him, to tell the truth, the whole truth, and nothing but the truth relative to said cause, and thereupon deposed and said that his name is Joseph Hodges; that his occupation is that of a farmer; that he is sixty-six years of age; and that his place of residence is near Atoka, Choctaw Nation, Indian Territory; that he is interested in this cause to the extent that he is a Choctaw citizen by marriage.

And thereupon the said JOSEPH HODGES was examined by the counsel for the claimant, and in answer to interrogatories by J. B. LUCE, counsel for claimant, testified as follows:

Question 1. When did you become a resident of the State of Mississippi, and how long did you reside in said State, and what business were you engaged in during your residence in said State?

Answer. I became a resident of Mississippi October, 1836, and I resided in Leake County of said State until 1850. I was engaged in various business. The first year I labored on a farm. During the years 1838 and 1839 I was a regular deputy sheriff and did business as such. In the spring and summer of 1840 I superintended raising a crop on a farm. During the rest of the year 1840 I did nothing. During part of the year 1841 I served in buying corn, and made a trip to Tennessee; and in July of same year was taken sick, and did no business until the fall of the year 1842. From the fall of the year 1842 until the fall of 1843 I was principally engaged in taking the numbers of land claimed by the Choctaw Indians. During this time I was in the employ of Colonel Forrester, who was the attorney of the Choctaw tribe of Indians, or a portion of them, that were then residing in the State of Mississippi. From this time until the year 1850 I was principally engaged in gathering up Choctaw Indians and moving them to the Indian Territory.

Question 2. When was the first year you had any business connection with these lands claimed by the Choctaws?

Answer. In the early part of the year 1838. At that time I took the numbers of some land. The first numbers I took and the work I performed is set out in my first deposition. I did no more work in the way of taking numbers until the year 1842.

Question 3. State if during your residence in said State you resided at any time in that part of said State which embraced the lands ceded by the Choctaw Nation to the United States by the treaty of September 27, 1830.

Answer. I resided in that part of the State during all the time I lived in said State.

Question 4. What opportunities did you have for becoming acquainted with the Choctaw people during your residence in the State of Mississippi, and to what extent did you become acquainted with the said people, and state fully in this connection how that acquaintance was formed, by business intercourse or otherwise?

Answer. When I stopped in the State I stopped near a considerable settlement of them. During all the time of my residence in said State I lived in a settlement of them. I was acquainted with a large number of them, several hundred. They would come where I was; sometimes I was among them, and they would come where I was living to trade, and at times I would go and see them play ball and sometimes attend their funerals. During the time I was deputy sheriff I was often sent among them with writs to collect money, and with notices, and also mixed among them while taking numbers.

Question 5. State if you remember what commissions held sessions in the State of Mississippi to examine and adjudicate the claims of the "Choctaw heads of families" under Article XIV of the treaty of September 27, 1830; and if you remember said commissions, state who composed them, and when and where they held their sessions.

Answer. Murray and Vroom were the first commissioners who did any business that I remember. They held their first session at Ben Leflore's in Leake County, about 10 miles from Carthage, Leake County, Mississippi. They adjourned to Louisville, Winston County, Mississippi,

and ended their session at that place. I believe they commenced their session in December, 1837, and closed it in 1838. The next commissioners were Clayborn, Graves, and Tyler. They commenced their session at Hopahka, Leake County, Mississippi, about seven miles of Carthage, in an opposite direction from Ben Leflore's. They adjourned from this place to Yazoo, Neshoba County, about fifteen miles from the present town of Philadelphia. This commission was commenced in December, 1842, and closed, I think, in the latter part of the year 1843. Yazoo was near Herbert's store.

Question 6. State if you were present at any of the sessions of said commissions, and, if so, state for what purpose you were present before said commissions, or either of them, and before which of said commissions you appeared.

Answer. I appeared at one time before the commission at Louisville and several times before the commission at Hopahka. I was before them for the purpose of making affidavits as to the numbers of the land I had taken.

Question 7. If you appeared as a witness before either of said commissions state whether or not your testimony was reduced to writing and signed by you; and if the deposition given by you before the said commissions, or either of them, was left in the custody of said commissioners.

Answer. My testimony was reduced to writing and signed by me, and left with the commissioners.

Question 8. What recollection have you at this time of the matters and things in respect to which you testified before the said commissioners, or either of them? In this connection, state fully your recollection of all matters in respect to which you testified before said commissions.

Answer. I testified to my taking numbers of said land, and made affidavits, but do not recollect the number of affidavits I made. The affidavits were taken at diffierent times, and I kept no account of them, as I never expected to be called to testify in regard to the matter again.

Question 9. State if you have examined in the printed records in this cause your testimony given before the said commissions as it appears in the record in this cause at pages 199, 414, 419, 420, 432, 439, 450, 463, 464, and 466; and if you have examined said testimony, state if you were able from such examination whether or not the testimony you gave before said commissions, as printed in the above numbered pages of the record, is substantially correct as you now remember it; and also state if said printed record of your testimony is in accordance with your present recollection of the facts stated therein.

Answer. I have examined the testimony referred to in the above question, and I believe it is, and from my present recollection the affidavits are correct.

Question 10. When you speak of affidavits, to what do you refer?

Answer. I mean the printed matter referred to in the above interrogatory, No. 9.

Question 11. Look at the list of names now shown you and state how many of the persons therein named were personally known to you, and how many of the persons named in the list are dead.

(List was shown witness by counsel and introduced as Exhibit A, attached to this deposition.)

Answer. I knew the following persons and was personally acquainted with them, viz: N. N. Daniels, Hugh Harrison, Hugh McDonald, Nockene Tubbee, Saketiah, Charles Durant, Meahshintah, Tishopiah, Weshockshehomah, James Wilkenson, Robert J. Hall, Logan Harper,

Jabal B. Hancock, O. Nubbee, Greenwood Leflore, J. J. Parker, John Ellis, Eli W. Crowder, Pieere Durant and Vicey, John D. Boyd, James E. Newsome, Pah Lubbee, Hiahka, William Herbert, Nockene Tubbee, Tobla Chubbee, James Toby, Pom Fillah, and Teahemin Tubbee, Red Postoak, Philemoon Tubbee, Hamba, Belin Gonah, Youckatah, Jesse Field, Samuel Cobb, James Stanley, Pah Lubbee, Samuel M. Hudspeth, Socka Tubbee, James Pickens, Anthony Turnbull, Robert Cole, Moon Tubbee, Adam James, Tishomah, John H. Gordon, Tuscanola, Socka Tubbee, Coleman Cole, Robert Bell, Tishocheleta, Tishonubbee, Morris Blackwell, Nathaniel Cobb, Kuna Moon Tubbee, William B. Billingsley. All of the above parties are dead except N. N. Daniels, Hugh McDonald, Jesse Field, Robert Bell, Morris Blackwell, William B. Billingsley, James Wilkenson, Coleman Cole, J. J. Parker, and William Herbert. I do not know whether they are dead or alive. I saw Coleman Cole about two months ago.

At this point the taking of this deposition was, by consent of the parties, adjourned to Thursday, November 17, at 9 o'clock a. m., at same place.

Deposition of JOSEPH HODGES resumed according to adjournment at time and place fixed, the same parties present as aforesaid.

Question 12. Were you acquainted with the character or quality of the lands claimed by Choctaw Indians under fourteenth article of the treaty of 1830?

Answer. Yes; I was acquainted with the lands, or a great portion of them.

Question 13. State, if you know it, the selling price of lands of that character and quality in the year 1836.

Answer. In some of the counties, as Leake County for example, some of the lands would sell for $3 and some for $5, and in Neshoba County some parts of the land was rated at about the same as that in Leake County. In one portion of Attala County, lying on Big Black River, the land was worth from eight to ten dollars per acre. In the eastern part of the county land was worth a good deal less. In Holmes County the land was very rich—that which lay near the Yazoo River in the western part of the county. In Carroll County the western portion was composed of very rich land. On the eastern side of Carroll County it was not so good. In Yallabusha County the portion next to the Yazoo, the west side and on the Yallabusha River, and in and around Yallabusha town, was land that was valuable, was rich land. What land I have seen in Winston County, rather the southeast portion of said county, was tolerable good land, and was worth about $3 per acre; and some in the neighborhood of the town of Louisville was tolerable fair land. The greater portion of the balance of said county was very thin land, and worth very little. Okibbeha County, a portion of it, was very thin land, and in the northern portion of it on Okibbeha Creek the land was more valuable, and was a very good quality of land. Lowndes County, on the west side of the Tombigbee, was very fine prairie lands, and was rated high. And Noxubee County, a large portion of it, the prairie part of it, and in the neighborhood of Macon, the land was rich, and always held high, and the portion lying on Noxubee River, the west side, was very indifferent land. In Lauderdale County parts of it was composed of very fair farming land, but rather of a low average. Scott County was generally composed of a low grade of land; the average land was of a low grade. Madison County, that portion embraced

in the last treaty (of 1830), was generally above the average, and was held high. These are all the lands I have any definite idea of. Other counties I have traveled in some, but paid no particular attention to the lands.

Question 14. What was the selling price in 1836, if you know it, of such lands as those you have referred to in your answer to the 13th interrogatory in Holmes, Carroll, Yallabusha, Oktibbeha, Noxubee, Madison, Lowndes counties? Answer as to each county separetely.

Answer. Madison County lands were always rated high. In the portion that I have referred to improved lands were worth from $10 to $20 per acre. Holmes County was rated about like that part of Madison to which I refer, unimproved lands being rated at $4 and $5 per acre. Carroll County lands, the poor portion of the county, was rated at about $3 per acre, The parts of said county lying on the Yazoo River sold from $5 to $10 and $15 per acre, according to its proximity to the river, that lying nearest the river being worth more than that lying away from said river. Yallabusha County, that portion lying on the Yazoo River and near it, and also that portion on the Yallabusha River and in the neighborhood of Yallabusha town was worth from $5 to $15 per acre. The lands in the south and eastern portion of said county were worth about $3 per acre, were generally rated at that. Oktibbbeha County (that part of said county near Starkville), the land was worth from $5 to $10 per acre. The lands near the Oktibbeha River and Tombigbee were better. In the southern portion of the county the land was thin and was rated at about $3 per acre. Lowndes County lands were rated at $25 to $30 per acre; I mean that portion on the Tombigbee. The land on the Tombigbee was well improved. Back in the southern part of the county the lands were rated at $5, $8, and $10 per acre, owing to the location of the land. In Noxubee County, the prairie portion of it, sold from $5 to $10 per acre. That portion of the county lying west of the Noxubee was worthless land. These lands embraced the Old Dancing Rabbit treaty grounds.

The said witness was then cross-examined by the counsel for the defendants, and in answer to interrogatories testified as follows:

Cross-question 1. Explain your relation to the Choctaw tribe, past and present?

Answer. I am a white man, was born in the State of Tennessee in 1815. I became a citizen of the Choctaw Nation by marriage in the year 1849. I married a Choctaw woman again in 1866. I have resided in the Choctaw Nation since 1850 as a citizen thereof.

Cross-question 2. Will any benefit whatever accrue to you direct or indirect in case claimants succeed in this suit?

Answer. I do not know that there will.

Cross-question 3. Did you ever have any interest in the subject-matter of this claim?

Answer. I never had.

Cross-question 4. Were you a justice of the peace in Mississippi; if so, when?

Answer. I was, in 1842 and 1843.

Cross-question 5. As such, did you not actively assist Choctaws or their attorneys in collecting and presenting claims before the commissioners?

Answer. I never done so officially. Unofficially, I did.

Cross-question 6. Did you ever deal in, or purchase Choctaw rights or titles, or ever have any interests in any?

Answer. I never did or had.

Cross-question 7. What did you first go to Mississippi for; in what business engaged at the time?

Answer. I went for the purpose of looking out a place to stay at which to make a living, and with the view of getting a permanent home. I was farming in Tennessee, living with my father.

Cross-question 8. Did you reside in more than one place in Mississippi? Where did you move from Mississippi to, and in what business engaged since?

Answer. In Mississippi I resided in one county, but in four different places, but all within a compass of nine miles. I staid principally at Harpersville. I moved from Mississippi to the Choctaw Nation, Ind. T., and have been engaged since in farming and merchandising.

Cross-question 9. Were you personally acquainted with all the persons who you testified are dead.

Answer. I was; some I only had a slight acquaintance with; others I knew better, but I knew all.

Cross-question 10. Where did they live when you knew them? Where did they die, and when?

Answer. When I first knew them they all lived in Mississippi; N. N. Daniels resided in Adams County; I become acquainted with him before the commission; Hugh Harrison lived in Neshoba County; Hugh McDonald also lived in said county; Nockene Tubbee resided in Attala County; Socketiah lived in Leake County; Charles Durant in Attala County; Meakshantah lived in Leake County; Tisho Pia lived in Leake County; We-shock-shehomah lived in Leake County; James Wilkinson lived in Neshoba County; Robert J. Hall also lived in Leake County; Logan Harper lived in Leake County; Jubal B. Hancock lived in Lauderdale County; Onubbee lived in Leake County; Greenwood Leflore lived in Carroll County; J. J. Parker lived in Leake County; John Ellis lived in the Choctaw Nation, Ind T.; Eli W. Crowder lived in Attala County; Pierre Durant and Vicey also lived in Attala County; John D. Boyd lived in Leake County; James E. Newsom lived in Winston County; Pah Lubbe lived in Leake County; Hiahka lived in Neshoba County; William Herbert also lived in Neshoba County; Nockena Tubbee lived in Attala County; Tobla Chubbee I knew to live in the Choctaw Nation, Indian Territory; I saw him in Scott County, Mississippi. James Toby lived in the Choctaw Nation, Indian Territory; Pom Fillah and Teahenin Tubbee lived in Leake County; Red Poast Oake I knew to have lived in Choctaw Nation, Indian Territory; Philernoon Tubbee lived in Neshoba County; Hamba lived in Leake County; Belingonah lived in Neshoba County; Yock ha tah also lived in Neshoba County; Verdell Reed lived in Neshoba County, Mississippi; also knew him in Choctaw Nation, Indian Territory. Calvin H. Howell lived when I knew him in the Choctaw Nation, Indian Territory; Charles Wilson lived in Leake County, Mississippi; Jesse Field lived in Winston County, Mississippi; Samuel Cobb lived in Leake County; James Stanley lived in Carroll County, Mississippi; Pah Lubbee lived in Leake County; Samuel M. Hubspeth lived in Winston County; Socka Tubbee lived in Leake County; James Pickens lived in Leake County; Anthony Turnbull lived in Carroll County; Robert Cole lived in Yallabusha County; Moon Tubbee lived in Neshoba County; Adam James lived in Oktibbeha County; Tishomah lived in Leake County; John H. Gordon lived in Leake County; Tuscanola lived in Leake County; Socka Tubbee lived in Leake County; Coleman Cole lived in Yallabusha County; Robert Bell lived in Ne-

shobe County; Tishocheleta lived in Winston County; Tishonubbee lived in Winston County; Morris Blackwell lived in Leake County; Nathaniel Cobb lived also in Leake County; Kana Moon Tubbee lived in Leake County; William B. Billingsley lived in Winston County. All of the foregoing persons died east of the Mississippi. The rest died in the Indian Territory.

Cross-question 11. Is not all you know of the death of any on the list shown you derived from hearsay?

Answer. It is.

Cross-question 12. How near were the sessions of the commissions spoken of to your residence?

Answer. The first one was 22 miles from where I lived. The second session of this commission was about 32 miles. The first session of the second commission was held where I lived, at Hopahka, and the second session of said commission about 45 or 50 miles from where I lived.

Cross-question 13. You made one affidavit before Vroom and Murray, and ten affidavits before Claiborn and Graves?

Answer. I believe I did.

Cross-question 14. Who drafted and dictated the affidavits you made? I notice about the same phraseology in each.

Answer. Most if not all were written by A. A. Halsey.

Cross-question 15. Who was he, and how connected with the business in hand?

Answer. He was a white man, and an agent in getting up these claims.

Cross-question 16. In whose interest were these affidavits made? Who got you to make them? For what object?

Answer. They were made in the interest of the Choctaw claimants, but at the instance of John B. Forrester. He got me to make them. The object was to furnish proof in support of the claims before the commissions.

Cross-question 17. What connection had Halsey with Forrester?

Answer. He was working for Forrester.

Cross-question 18. In this business you made as many as three affidavits a day, did you not?

Answer. I may have done so.

Cross-question 19. Had you other business before these commissioners besides making affidavits?

Answer. I do not think I had.

Cross-question 20. Aside from the printed records shown you, can you now recollect the details of any matter deposed to by you?

Answer. I do not think I can.

Cross-question 21. You only know the affidavits you then made are substantially correct, on the theory that you would not then have made them if they were not so?

Answer. Yes, that is how I know.

Cross-question 22. Do you even recollect apart from the record the number of the affidavits you then made?

Answer. I do not.

Cross-question 23. Did your duties as justice of the peace require you to remain at home or within Leake County most of the time?

Answer. No, sir.

Cross-question 24. Did you take numbers while justice of the peace?

Answer. I did some, but not all of the time.

Cross-question 25. What lands in Mississippi were claimed by the Choctaws under the fourteenth article of the treaty of 1830; and in what counties situated?

Answer. As far as I know some of the land was in Madison, Holmes, Carroll, Attala, Leake, Neshoba, Scott, and Winston counties. These are all the counties I know anything about in which the Choctaws claimed lands under the fourteenth article of 1830.

Cross-question 26. How many counties in Mississippi does the Choctaw cession, under the treaty of 1830, cover in whole or in part?

Answer. About thirty counties as they existed then.

At this point the taking of this deposition was, by consent of the parties, adjourned until Friday, November 18, at 9 o'clock a. m., at same place.

Deposition of JOSEPH HODGES resumed, according to adjournment at time and place fixed, the same parties present as aforesaid.

Cross-question 27. In how many of these counties did the Choctaws reside while you were there? Name them. Were there not some of the counties in the cession in which none resided?

Answer. They resided principally in Madison, Leake, Neshoba, Attala, Winston, Lauderdale, Scott, and Newton counties. These counties I have visited, but as to the scattering settlements in other counties, if any, I only know of from hearsay. These are the only counties I have visited that had Indians living in them.

Cross-question 28. In how many counties in Mississippi, within the Choctaw Nation, did you take numbers?

Answer. Holmes. Madison, Leake, Neshoba, Attala, and Carroll counties.

Cross-question 29. Do the references in the record in direct 29 contain all you did in the way of taking numbers?

Answer. They do.

Cross-question 30. In how many townships in Madison and Carroll did you take numbers?

Answer. As I recollect, one in each.

Cross-question 31. Did your duties as deputy sheriff in 1838 and 1839 take you outside of Leake County?

Answer. In some instances they did, as conveying prisoners from one county to another, and in pursuing prisoners that had escaped custody; these are the only two instances I remember.

Cross-question 32. When did you first become acquainted with the character and quality, as well as the selling price, of the lands claimed by the Choctaw Indians under the fourteenth article of the treaty of 1830?

Answer. The first was in the fall and winter of the years 1836 and 1837. In the fall of 1837, and during the winter of 1837 and 1838, I was through several of the counties. From that time on I traveled more extensively over the country.

Cross-question 33. What part of October, 1836, did you arrive in the Choctaw country?

Answer. About the first part of October.

Cross-question 34. Having arrived there in October, 1836, how much acquaintance did you form with the character, quality, and selling price of the lands embraced in the counties comprised in your answer to direct question 13 and 14 during that year? You appear to have been a farmer the first year.

Answer. When I went to Mississippi in October, I went in company with a gentleman by the name of George H. Gordon, for whom I did business nearly 12 months. He was a kind of a land speculator; said Gor-

don took me around with him and showed me the quality of the lands and what they were selling at and at what they were rated. During the winter of 1836 and '37, a brother-in-law of said Gordon, who lived about 8 miles south of said Gordon, sold a tract of land in Leake County to a man by the name of William Perry for $10 per acre; besides this there were various other small transactions at other prices, some other land selling at from $5 to $10 per acre; sometime during this winter, or the spring of 1837, there were appraisers appointed to value lands. Some tracts were valued as high as $20 per acre that I knew of in Leake County. All of the foregoing answer refers exclusively to Leake County, and covers the time up to the middle of the summer of 1837. Up to this time, the middle of 1837, I had hardly been out of Leake County, except to come into the country from Columbus—I think in August, 1837. The man whom I was doing business for sent me off on a trip to collect money and to settle up some business for him that caused me to travel through Neshoba County and through a portion of Noxubee, and across the Tombigbee River, through Pickens County, in Alabama, from there to Columbus, Miss., back to Leake County. By this trip I saw a good deal of the country. I was gone on this trip about two weeks. This comprised up to this time my entire observation of land in Neshoba and Noxubee. During October, 1837, I passed through a portion of Madison County for the first time, in pursuit of a runaway, through the northeast corner. I visited Attala, Carroll, and Holmes counties in December, 1837, for the purpose of collecting money—one trip. My visit to Lowndes and Oktibbeha was when I first came to the State in passing through the counties to get to Leake County. In the latter part of the summer or fall of 1838 I went from Leake County to Yallabusha County. I went for the purpose of taking the deposition of an individual in that county; this business took me to Grenada and Coffeeville, in said county.

Cross-question 35. When did you visit Yallabusha County the second time? How long did you stay first visit?

Answer. In the year 1845. I was there about four days on my first visit.

Cross-question 36. As, during 1836 you only saw that portion of Lowndes, Noxubee, Oktibbeha, and Neshoba, adjacent to the road over which you passed to reachLeake County, how can you give the character, quality, and selling price of lands in those counties, as per your answers to direct questions 13 and 14 (in the year 1836)?

Answer. On this road, immediately after I crossed Tombigbee River, there were a string of plantations that run along the road to a spring in Lowndes County. These plantations were the finest I had ever seen. The next county was Noxubee, where many fine plantations bordered on the road. In Winston County, on the road, I saw some small farms, but only one large plantation. From where I left Winston County until I reached Leake County I saw no farms. In passing through a portion of Oktibbeha County I do not recollect whether there were improved lands on the road or not.

Cross-question 37. State the selling price of lands in Oktibbeha County in 1836, such as you saw—give your knowledge.

Answer. I was told by the proprietor of the outfit in which I first came to Leake County that a certain plantation (pointing it out) sold for $10 per acre. This comprises my knowledge of land in 1836.

Cross-question 38. Do you know whether the Choctaws made any claims to land in said county under fourteenth article of the treaty of 1830; if so, where was it, and did you ever see it?

Answer. I know only of one case, and that from hearsay; don't know where situated, and never saw it. I heard this from owner of land.

Cross-question 39. As you do not know even in what township in Oktibbeha this one Choctaw claim is situated, and never saw it, and hence do not know its character or quality, do you know the selling price of such land?

Answer. I only know the price of such land from hearsay.

Cross-question 40. Did you ever even hear what was the selling price of land in the township in Oktibbeha County in which this single Choctaw claim is situated?

Answer. I don't know what township or section this land was in; therefore I cannot tell anything about the selling price.

Cross-question 41. Then, so far as you know, the location of the lands in Oktibbeha County, Mississippi, to which you gave character, quality, and selling price, in answer to direct questions 13 and 14, was many miles from any land claimed by any Choctaws under article fourteenth of treaty of 1830?

Answer. A good long distance, don't know how many miles.

Cross-question 42. Do you know whether the Choctaws had claims to land in Yallabusha County under fourteenth article, treaty of 1830?

Answer. I heard they had some, but never saw any of it.

Cross-question 43. Then, so far as you, know the location of the lands in Yallabusha County, Mississippi, to which you gave character, quality, and selling price, in answer to direct questions 13 and 14, was many miles from any land claimed by any Choctaws under article fourteen, treaty of 1830?

Answer. Not nearer than eight or ten miles.

Cross-question 44. Do you know whether the Choctaws had claims to land in Lowndes County, Mississippi, under fourteenth article, treaty 1830?

Answer. I know of none, nor do I know how near such claims (if any there were) were situated to the lands in said county to which I have fixed a selling price and quality, in my answer to questions 13 and 14.

Cross-question 45. Do you know whether the Choctaws had claims to land in Lauderdale County, Mississippi, under fourteenth article, treaty of 1830?

Answer. There may have been, but I never saw any of them; I never visited that county until 1850.

Cross-question 46. Do you know whether the Choctaws had claims to land in Noxubee County, Mississippi, under fourteenth article, treaty of 1830?

Answer. I do not know for certain. If any, there was only one claim I ever heard of. The claim that I have in mind was allowed in land to the claimant. I know of no other in this county.

Cross-question 47. Do you know whether the Choctaws had claims to land in Scott County, Mississippi, under fourteenth article of treaty of 1830?

Answer. I do not know whether they had any claims or not; I never saw any of them.

Cross-question 48. Do you know whether the Choctaws had any claims to land in Carroll County under fourteenth article of treaty of 1830?

Answer. I only remember claims in one township in that county. It was in the southern part of the county, and the land was of medium quality.

Cross-question 49. Do you know whether the Choctaws had any claims

to land in Holmes County, Mississippi, under fourteenth article of treaty of 1830?

Answer. I only know of one claim, and it was a claim of one family; it was average quality of land.

Cross-question 50. Do you know whether the Choctaws had claims to land in Madison County, Mississippi, under fourteenth article of the treaty of 1830?

Answer. There were claims in one township in that county that I know of. I took a single number by itself, but do not know whether it was in that township or not. The township in which these claims arose was No. 11, range 5, east. I did not go into Madison County until 1837.

Cross-question 51. Do you know whether the Choctaws had any claims to land in Winston County, Mississippi, under fourteenth article of treaty of 1830?

Answer. There were claims in two or three townships in that county; the lands were about the average of the best land of the county.

Cross-question 52. As to the three remaining counties in your list, viz, Leake, Neshoba, Atala, did the Choctaws have any claims in them? How do you know?

Answer. They had; by them being pointed out to me by individuals.

Cross-question 53. How do you arrive at the character, quality, and selling price of lands of the character, quality, and selling price of such as you never saw, as per your answers to questions 13 and 14? It appears you never saw any of the lands claimed by the Choctaws in Yallabusha, Oktibbeha, Lowndes, Noxubee, Lauderdale, and Scott Counties, yet you have undertaken to give the character, quality, and selling price of lands, such as the Choctaws claimed in these counties.

Answer. I meant in my answers to questions 13 and 14 to state the general character, quality, and price of lands in those parts of those thirteen counties designated by me without regard to the price, character, and quality of any lands claimed by the Choctaw Indians under the fourteenth article of treaty of 1830.

Cross-question 54. Were there not many counties within the Choctaw Reservation in Mississippi in which the Choctaws did not reside?

Answer. There were a great many counties in which Choctaws did not reside.

Cross-question 55. Did you ever buy or sell an acre of land within the Choctaw Reservation in Mississippi?

Answer. I bought one tract of land. To the best of my recollection it was in 1850—240 acres. This was all I ever bought there; I paid $2.56 per acre for this land.

Cross-question 56. Was not land in those thirteen counties mentioned by you worth more under white occupation than under Choctaw occupation?

Answer. I believe it was.

Cross-question 57. Was not most of the land to which you have fixed values under white occupation?

Answer. In the richest counties it was.

Cross question 58. Can you give the selling price or market value of any individual section embraced in any land claimed by the Choctaws, under the fourteenth article, treaty of 1830?

Answer. I can in only in one instance; this section was situated in Lake Rounty.

Cross-question 59. Did not some of the tracts claimed by the Choctaws embrace some poor land with the good?

Answer. They did.

Cross-question 60. Can you at this late day, after a lapse of more than forty-five years, remember the character and quality of any individual section of the lands claimed by the Choctaws, under the treaty of 1830?

Answer. I can give several instances, but with the numbers I could give more.

Cross-question 61. How many instances can you give, and what do you want the numbers for?

Answer. I can only give ten instances; I want the numbers to know who lived on them.

At this point the taking of this deposition was by consent of parties adjourned to Saturday, November 19, at 9 o'clock a. m. at same place.

Deposition of JOSEPH HODGES resumed according to adjournment, at the time and place fixed, the same parties present as aforesaid.

Cross-question 62. Give these ten instances.

Answer. There were 3¼ sections claimed by Carney and family; this land was in Madison County. Tobias Ward and his family claimed about two sections in Leake County. Weshock Sheomah and family claimed something about three sections. Apasholeta and family claimed about two sections in Leake County. Shotah claimed one section in Leake County. John Pickens claimed one section in Leake County. Sam. Cobb, one and a half section in Leake County. William Cobb, one section in Leake County. James Pickens, two sections in Leake County. Sockatubbee had a place in sight of Hopaka, in Leake County, but don't know whether he entered it or claimed it under the fourteenth article of treaty of 1830.

Cross-question 63. Did not all lands in the counties in Mississippi where the Choctaws made claim depreciate vastly in price soon after 1836?

Answer. In the year 1840 they commenced depreciating in price very much on account of the hard times and the amount of land in market; between 1836 and 1840 they depreciated but very little. After 1840, continued growing lower and lower and lower for several years.

Cross-question 64. State the extent of depreciation as compared with the prices which, as far as you know, prevailed in 1836.

Answer. They must have depreciated from three to five hundred per cent. I mean by that, that land which sold in 1836 for $10 per acre would not have sold in 1849 and 1850 for more than $1.25 per acre. I know this from being present at sales.

Cross-question 65. When, as far as you know, was land in those counties where Choctaws had claims, at its highest price?

Answer. In the winter of 1836 and 1837 I knew of land selling, a section for $10 per acre; this was the only sale of Choctaw land in that winter that I know of. I mean the fourteenth-article land.

Cross-question 66. How many of these trips did you make for taking numbers of land?

Answer. I cannot tell; think I made fifty or more.

Cross-question 67. Who employed you in this work?

Answer. John B. Forester.

Cross-question 68. Who was he?

Answer. He was an attorney for the Indians.

Cross-question 69. Was he not interested to the extent of being assignee of one-half of the claims he thus collected and presented as attorney?

Answer. That was always my understanding.

Cross-question 70. Who was John H. Gordon, Gwin Fisher & Co., Judge Wright & Co.; were they not also interested parties to an equal extent with John Forrester in collecting and pressing these claims before the commsions?

(Counsel for claimant objects to this question. Counsel also objects to the preceding question.)

Answer. As I understood from said Gordon, Judge Wright employed him to take some numbers, or have them taken, and after that he (Gordon) perhaps made a few private contracts. In the spring of 1838 said Gordon went to Tennessee and there died, and this is the last I knew of him. I did not know the firm of Judge & Company, but I was acquainted with Judge Wright. Judge Wright was the first man that I first heard of or knew of in getting up these claims. I knew Fisher and knew that he presented claims, but do not know that Gwin presented any claims. And it is a supposition of mine that Fisher worked and presented claims on the same basis as said Forrester. They operated in separate localities.

Cross-question 71. Who presented before the commissions the claims of the Choctaws, and how presented?

Answer. Forester generally presented all the claims I saw presented, and were presented in the form of a declaration, setting forth the Indian was entitled to land.

Cross-question 72. Who presented the witnesses to the commissions in support of the declaration?

Answer. The names were generally written on the declaration, and when witnesses were wanted Forrester had them presented.

Cross-question 73. Who went with you on these trips; for what purpose; who employed them?

Answer. Generally two guides, sometimes four; to point out the residences of the claimants at the date of the treaty; they generally went voluntarily.

Cross-question 74. Do you mean to say that these persons volunteered of their own accord to go as guides? Who got them to go?

Answer. They volunteered to go without pay; generally, said Forester would tell me who would go with me. The orders all came from Forester; at other times Forester would tell me to go to certain persons and they would go with me.

Cross-question 75. What necessity for four guides?

Answer. At times I would have a longer list, and would make a longer trip, and some of the places would be known to some of the guides and not to others.

Cross-question 76. Were your guides Choctaws—heads of families—claimants themselves in any case?

Answer. All were always Choctaws—heads of families; guides were always claimants.

Cross-question 77. Were they neighbors of yours, or strangers to you at the time?

Answer. They were either neighbors or acquaintances of mine; were always men who I knew.

Cross-question 78. Did you know Tishoma when he went with you as guide in 1838?

Answer. Yes, sir; I did.

Cross-question 79. I read from your affidavit made before the commission May, A. D. 1838, as follows: "I was not acquainted with Tishoma, and got Samuel McCoron to go with me to his house," &c. Was that statement true? In same affidavit I read, "I have not much ac-

quaintance with the Indians in my neighborhood." State also as to the correctness of that sentence.

Answer. I did not mean to say in the affidavit that I did not know Tishoma, but that I did not know where he lived. I did know Tishoma by sight; I knew most of them by sight, but did not know their houses.

Cross-question 80. Where did your guides reside, with respect to the localities visited?

Answer. In some instances close by, in other instances not so near.

Cross-question 81. Were they acquainted with each place visited?

Answer. They seemed to be; could always go straight to them.

Cross-question 82. Do you, yourself, know whether they were or were not actually acquainted?

Answer. Those that lived near, I know must have known; those that lived further off, cannot say; but they always carried me to the places.

Cross-question 83. Could you then speak or understand the Choctaw language?

Answer. In 1838 I could speak it a little; in 1842 I could do business with them (the Choctaws) without an interpreter, but at times an interpreter was with me.

Cross-question 84. How were you compensated for this work?

Answer. I cannot say that I was compensated at all; I got very little out of it. Forester died in 1845, before he paid me in full.

Cross-question 85. Was your pay contingent upon success of these or any of the claims you reported?

Answer. Not entirely. Forester told me to go to work for him and he would furnish me with a horse and keep me in clothes, and at a future time would pay me what was right.

Cross-question 86. What was your mode of proceeding in each case? Describe fully.

Answer. In the first place I would start out with a list of names; the guides would then take me to the nearest place where I had business; then would take me to places where Indians had lived and point out their houses. If the houses were not standing there were generally signs of where the houses had been, as where chimneys had been built; after that, if they knew where the section corners were they would take me to them; then I would trace up and see how the lines run, as near as I could come at without a compass, and find out what part of the section they were on. If they did not know where the corner sections were I would search until I found them myself.

Cross-question 87. In what proportion of the places you visited for taking numbers did you find the Choctaws in possession?

Answer. The greater number of the places the Choctaws were not in possession.

Cross-question 88. What proportion of places you visited did you find the Choctaw dwellings standing?

Answer. In a majority of the cases the dwellings were gone.

Cross-question 89. Were the marks plain in every case so as to enable you to distinguish them with certainty?

Answer. In most of the cases they were, but where they were not plain I would go to some other corner.

Cross-question 90. How made—when—on what? Any stakes gone and marks effaced or indefinable?

Answer. By cutting or stamping on a tree or post at the time the lands were surveyed; sometimes stakes were gone and marks effaced or indefinable.

Cross-question 91. Did you have a township map, field notes, or compass with you at the time?

Answer. The time of taking the first numbers I had a map with me; I never had a compass with me; after 1838 I had neither map or compass.

Cross-question 92. Where did you get the list of Choctaws whose pretended residences you were to visit and locate thereon?

Answer. Mr. Forester either gave it to me or caused it to be done.

Cross-question 93. Did the Choctaw guides know what names were on your list when you started out?

Answer. Always; in every case.

Cross-question 94. When you started out with the list and Choctaw guides, did you know, yourself, where the places were where the parties lived at the time of the treaty?

Answer. I did not.

Cross-question 95. You only knew you had a paper with some names on it, and that you were to follow the guides furnished you, and put down the sectional marks belonging to each stopping place opposite the name they gave you?

Answer. That is the way it was.

Cross-question 96. And when they led you to a place and announced it as the residence of so and so, you simply put the numbers of the location opposite that name in your book?

Answer. That is the way it was.

Cross-question 97. You had no knowledge, yourself, on the subject, what Choctaw lived or had lived there, except what the Indian told you?

Answer. I had none.

Cross-question 98. You accepted without question their statements as to these things?

Answer. I did.

Cross-question 99. Did not your Choctaw guides understand the nature of this service?

Answer. They did.

Cross-question 99½. In cases where, as you state, you found no occupant, could you tell whether the former reported occupant had not removed west just subsequent to and under terms of treaty of 1830?

Answer. Only as they told me.

Cross-question 100. In cases where, as you state, there were no dwellings or improvements standing, could you tell whether such dwelling or improvement was there September 27, 1830, or subsequently?

Answer. I could not.

Cross-question 101. Did you know, in any instance, when taking numbers, whether any of the persons on your list, opposite whose names you placed the section and fractional parts thereof, owned that improvement on the 27th of September, 1830, in the Choctaw country, and did reside at the date of the treaty on that identical improvement or a part of it for five years, or, in fact, any length of time continuously, next after the ratification of said treaty of September 27, 1830, or that the reported occupant had not removed to the Choctaw country, west of the Mississippi, or even that the reported occupant resided on that improvement, or within the limits of the Choctaw country ceded by the Choctaw Indians to the United States on September 27, 1830, or even had already abandoned, sold, or relinquished it?

Answer. I did not.

Cross-question 102. How many claims did this Colonel Forester pre-

sent to the commissions sitting in Mississippi, in which he held an assignment of one-half of the land for which he was presenting claims?

(Counsel for claimant objects to this question.)

Answer. I think there were three hundred or more.

Cross-question 103. Were you present when these assignments, or any of them, were made to him?

Answer. I was present when some of them were made.

Cross-question 104. When were these assignments made?

Answer. In the year 1842, as I now remember. Before the meeting of the second board of commissioners, and after the meeting of the first. What he (Forester) did before the meeting of the first board I do not know. He had claims which he presented to the first board.

Redirect examination:

Question 1. You say you were present when some assignments were made to Colonel Forester; about how many such assignments were made in your presence?

Answer. I suppose 50 or more, at least.

Question 2. Had you any reason to doubt the continued occupation by the claimant, as referred to in the one hundred and first cross-interrogatory?

Answer. I had no reason to doubt it. In some instances the parties were living in the houses.

Question 3. You stated, in your answer to cross-question No. 65, that a section of land had been sold in the winter of 1836–'37 for $10 an acre; was that land a part of the fourteenth-article claim?

Answer. Yes.

Question 4. In what county was that land situated?

Answer. In Leake County.

Question 5. How did that land compare as to character and quality with other land in Leake County claimed under the fourteenth article of treaty of 1830?

Answer. Not so good as some others in other parts of the county.

Question 6. You stated in your answer to cross-interrogatory No. 55 that you bought 240 acres of land, in 1850, at $2.56 per acre; in what county was that land?

Answer. In Leake County.

Question 7. What would that land have sold for in 1836?

Answer. I offered $800 for it in the fall of 1837. It was afterwards appraised at $10 per acre. My offer of $800 for the land was refused.

Question 8. How did that land compare as to quality with the general average of lands claimed under the fourteenth article, in Leake County?

Answer. It was about of a fair average.

Question 9. In your answer to cross-interrogatory 64, you said that lands sold in 1836 at $10 would not in 1849 and '50 have sold for more than $1.25, and that you know it from being present at sales; were the sales you referred to public sales or private?

Answer. They were public sales. They were bank lands.

Question 10. Do you mean that the lands were sold by the bank?

Answer. Yes.

Question 11. Were these forced sales?

Answer. No.

Question 12. What bank do you refer to?

Answer. A bank in Tennessee, that sold lands for the payments of debts.

At this point the taking of this deposition was, by consent of the parties, adjourned to Monday, November 21, at 9 o'clock a. m.

Deposition of JOSEPH HODGES resumed according to adjournment, at the time and place fixed, the same parties present as aforesaid.

Question 13. Had you any reason to doubt that the claimants referred to in one hundred and first cross-interrogatory did actually reside at the date of the treaty of 1830 at the places pointed out to you?

Answer. I had none.

Question 14. In your answer to twenty-sixth cross-interrogatory, you say that within the cession of 1830 there were about thirty counties as they then existed. To what period do you refer in that answer and in others in which you speak of counties?

Answer. In the early days of my settling there.

Question 15. In your answer to twenty-seventh cross-interrogatory, you say that Madison, Leake, Neshoba, Atala, Winston, Lauderdale, Scott, and Newton were the only counties you visited that had Indians living in them; do you mean that the Indians had left Holmes, Carroll, and Yallabusha Counties, mentioned in other answers, when you visited them?

(Counsel for defendants objects to this question as leading and conveying the idea of their having left those counties, which is not contained in his previous answer.)

Answer. There were no Indians living on the places I visited.

Question 16. In your answer to sixty-second cross-interrogatory, you speak of Carney and family as living in Madison County; did he live in same township and range with other claimants referred to by you as living in Madison County?

Answer. Carney and family lived in separate townships from other claimants in said county.

Recross-examination:

Cross-question 1. Was there not some exceptional circumstance making this tract mentioned in redirect examination 24 specially valuable?

Answer. It was situated on a public road traveled a great deal, and the man that purchased it wanted to make a stand for a public house.

Cross-question 2. Were the improvements thereon included in the price per acre?

Answer. They were.

Cross-question 3. For the land you bought in 1850, did you consider the offer of $800 what it was worth or its full value in the fall of 1837?

Answer. It was all I considered it worth, and it was all I could afford to give for it.

Cross-question 4. Were these bank lands referred to scattered through same counties in which Choctaws had claims under the treaty of 1830?

Answer. They were.

Cross-question 5. Were not these bank lands in Mississippi held as security for the bank's circulation, or for the issuance of bonds as a basis for the bank's circulation?

(Counsel for claimant objects to this question, because it is not based upon or warranted by anything in either the direct or redirect examinations, and that it has no bearing whatever upon the subject-matter of these depositions.)

Answer. There was a Union Bank established in Mississippi in the winter of 1836 and 1837 and these lands were held as security for the bank's circulation, under a certain appraisement.

Cross-question 6. Was not this appraisement unusually high in order to enlarge the bank's issue of money, based upon such appraised value?

(Objected to by counsel for claimant for same reason set forth in last objection.)

Answer. It was pretty high.

Cross-question 7. I forgot to ask you if the year 1837 was not one of general business depression and commercial failure, and usually denominated the "crisis of 1837."

Answer. Yes.

Cross-question 8. What persons collected and presented to the several commissions the claims of the Choctaws under Captains Cobb, Pickens, Weshock-shehomah, Chischehoma, and Turnbull's companies?

Answer. Forester's claims covered what was known in Mississippi as the Cobb and Pickens Indians, and all other parties were under these men, Cobb and Pickens. These claims also covered what was left of the Turnbull party and Weshock-shehomah; a man by the name of John Johnson, sr., presented and collected the claims of the Chischehomah party.

Cross-question 9. Did this John Johnson operate on same basis of an assignment of one-half of the land? Did you see any of these assignments?

Answer. He did. I have seen some of the contracts.

Cross-question 10. Did Forester and Johnson as assignees get any of the scrip when issued under the judgments of any of these commissions?

Answer. They did.

Redirect.

Question 1. In your answer to second cross-interrogatory No. 2 you say that the improvements were included in the price per acre of the land you had previously referred to as sold for $10 per acre. What was the character and value of those improvements?

Answer. The house was a tolerable good one, of hewed logs, such as they were generally building in the country—worth about $50. There was also a small kitchen.

Question 2. In your answer to second cross-interrogatory No. 5 you speak of the Union Bank of Mississippi, and of lands held as security for its circulation; were any of those lands referred to in your statement respecting bank-land sales in 1850?

Answer. They were not. They were lands turned over to a bank in Tennessee in payment of debts.

The examination by counsel being concluded, the witness in compliance with the rule of the court requiring him to state whether he knows of any other matter relative to the claim in question, and if he do to state it, says that he does not now remember of anything relative to the claim which he could state.

JOSEPH HODGES.

Sworn and subscribed to before me this 21st day of November, 1881.

[SEAL.] STEPHEN WHEELER,
United States Commissioner.

EXHIBIT A.—*Stephen Wheeler, U. S. Commissioner.*

List of persons who made depositions before Murray and Vroom and other commissioners who examined and adjudicated Choctaw claims:

Thomas McGee.
Calvin H. Howell.
John W. Byrn.
McKinney Holderness.
Charles Wilson.
Pierre Durant and Vicey.
Reuben Craft.
John D. Boyd.
James E. Newsom.
Pah lubbee.

Jesse Field.
Samuel T. Cross.
Samuel Cobb.
James Standley.
Pah lubbee.
Samuel M. Hudspeth.
Calvin Cushman.
Sock a tubbee.
James Pickens.
John T. Hammond.
Anthony Turnbull.
Robert Cole.
Moon tubbee.
Adam James.
Tishomah.
John H. Gordon.
Tuscanola.
Sock a tubbee.
Joseph Hodges.
Coleman Cole.
Robert Bell.
Tisho che le ta.
Tishomah.
Oon ta chea.
Tisho nubbee.
Morris Blackwell.
Nathaniel Cobb.
Kuna moon tubbee.
Wm. B. Billingsley.
Toka hajo.
Eli tubbee.
Chana hajo.
Joseph Hodges.
N. N. Daniels.
Hugh Harrison.
Hugh McDonald.
Nocke ne tubbee.
Sake ti ah.
Charles Durant.
Me ah shantah.
Tish oh piah.
We shock she ho mah.
James Wilkinson.
Robert J. Hall.
Logan Harper.
Jubal B. Hancock.
O. nubbee.
Greenwood Le Flore.
J. J. Parker.
John Ellis.
Eli W. Crowder.
Hiah ka.
William Herbert.
Nockena tubbee.
Tobla Chubbee.
James Toby.
Pom fillah.
Teahe nin tubbee.
Jim Tom.
Red Post Oak.
Kushoon a mus tubbee.
Phile moon tubbee.
Ta pe oon che ah.
Yok na lah.
Ok chan e ha jo.
Ham ba.
Be lin go nah.
Yok ha-tah.
Captain Bob alias Mingo Homah.
Nuk-ko ah homa.
Im il le.
Man chubbee.
Pissa la tubbee.
Elias.
Caleb.
Pansh ok chi ah.
I et tu lah.
Me shoon tiah.
Mush u-la cah.
To tubbee.
I yeme-tubbee.
I yan ta tubbee.
Glen na.
To po tubbee.
E ah to chubbee.
C. B. Randels.
Hugh C. Flack.
A. G. Morris.
At-cle wah.
Be nah tubbee.
Yeah bee.
James Murphy.
Sho pon she hah.
Pa shamba alias Co pasha.
Nock ish ti ah.
Te i tubbee.
Mul-ti ah.
James Cobb.
Yok nula.
Allen Yates.
Verdell Reed.
Chish a homah.

RULE OF COURT ISSUED JUNE 18, 1881.

In the Court of Claims, December term, A. D. 1881.

THE CHOCTAW NATION OF INDIANS
vs.
THE UNITED STATES. } No. 12742.

And now on this 18th day of June, A. D. 1881, comes the claimant in the above-entitled cause, by its attorney, and moves the court for a rule on the honorable Secretary of the Department of the Interior requesting him to transmit to this court, to be used as evidence on the hearing of said cause, the following information supposed to be on file and of record in the General Land Office, viz:

I. A plat or tracing of the boundary line between the United States and the Choctaw Nation, as established by Article I of the treaty concluded between the United States and the Choctaw Nation on the 20th day of January, 1825; and the said line as subsequently surveyed and established as the permanent boundary line between the State of Arkansas and the Choctaw Nation by the act of Congress approved March 3, 1875.

II. The number of acres of land embraced within the two lines above specified and indicated.

III. The quantity of said land sold, and the amount of money realized from the sale thereof.

IV. The quantity of said lands disposed of otherwise than by a sale thereof for cash.

V. The quantity of said lands remaining unsold, with such information in regard to the value thereof as may be in possession of the General Land Office.

JOHN B. LUCE,
Attorney for Claimant.

By JOHN J. WEED,
Of Counsel.

Allowed.

W. A. R.,
Judge, &c.

JUNE 18, 1881.

ANSWER TO RULE ISSUED JUNE 18, 1881.

DEPARTMENT OF THE INTERIOR,
Washington, August 6, 1881.

ARCHIBALD HOPKINS, Esq'r,
Clerk U. S. Court of Claims, Washington, D. C.:

SIR: Inclosed please find letter from the Commissioner of the General Land Office, dated August 4, 1881, with papers mentioned therein, in reply to your letter of June 18 last, requesting to be furnished for use as evidence in the case of the Choctaw Nation *vs.* the United States, No. 12742, duly authenticated copies of papers and documents supposed to be on file in this department.

Very respectfully,

A. BELL,
Acting Secretary.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE, *Washington, D. C., August* 4, 1881.

Hon. SAMUEL J. KIRKWOOD,
Secretary of the Interior:

SIR: I have the honor to return herewith the paper from the Court of Claims, in the case of the Choctaw Nation of Indians *vs.* The United States, No. 12742, addressed to the honorable Secretary of the Interior by John Randolph, esq., assistant clerk of the court, under date of the 18th June, 1881, which was referred to this office for report on the 20th of the same month, requesting that there be furnished "to the Court of Claims, that the same may be used as evidence in the trial of the above-entitled cause now pending in said court, duly authenticated copies of the papers or documents supposed to be on file in your department, as set forth in the accompanying rule allowed by his honor Judge Richardson, at Chambers."

In reference to the subject, I transmit herewith certified copies of the plats on file in this office, showing the boundary line between the United States and the Choctaw Nation, as fixed and established by article 1 of the treaty concluded between the United States and the Choctaw Nation on the 20th day of January, 1825, and the said line as subsequently surveyed and established as the permanent boundary line between the State of Arkansas and the Choctaw Nation by an act of Congress approved March 3, 1875.

I likewise transmit a certified copy of a letter which was addressed to the honorable Secretary of the Interior, under date of the 4th April, 1878, and of a statement which accompanied the same, showing the lands lying between the western boundary of the State of Arkansas and the line first above mentioned, and indicating the tracts embraced therein, which had been at that time disposed of by the United States, as also of a statement since compiled, showing the tracts subsequently disposed of by the United States.

These certified copies of papers which are on file or record in this office will, it is thought, be found to answer the purpose of the rule of the court referred to.

Very respectfully, N. C. McFARLAND,
Commissioner.

In the Court of Claims, December term, A. D. 1881.

THE CHOCTAW NATION OF INDIANS
vs.
THE UNITED STATES. } No. 12742.

STIPULATION.

It is hereby stipulated and agreed that in printing the reply of the Interior Department to the rule of court issued in said cause on the 18th day of June, 1881, and filed herein August 8, 1881, the claimant may omit from the record the detailed statement showing the disposition of the lands specified in said rule, the plat of the survey thereof made July, 1877, and signed by "H. E. McKee," and also the tracing of the eastern boundary of said land as fixed by the treaty of January 20, 1825.

JOHN J. WEED,
Of Counsel for Claimant.
THOMAS SIMONS,
Assistant Attorney-General.

DEPARTMENT OF THE INTERIOR, GENERAL LAND OFFICE,
Washington, D. C., April 4, 1878.

Hon. CARL SCHURZ,
Secretary of the Interior:

SIR: Referring to a communication from Hon. S. W. Dorsey, under date of January 24 last (a copy of which is herewith furnished), requesting, for the purpose of enabling the Senate to arrive at a correct estimate of the value of the lands, a statement of the tract of land surveyed in Arkansas, lying between the western boundary of the State and a line running due south from Fort Smith to Red River, claimed by the Choctaw Nation of Indians under article 1, treaty of January 20, 1825, I have the honor to submit herewith for transmission, if approved, a full abstract from the tract and plat books of this office, showing the amount of lands within said survey disposed of, the method of disposal, with dates, and the amount of money received by the government from cash purchases, also the number of acres not disposed of, and the value of each tract as tabulated.

In the matter of values I have to state that, with the exception of a few tracts within the six-mile limits of a railroad land grant (as shown by the schedule transmitted), the lands not disposed of are held at single minimum valuation, *i. e.*, $1.25 per acre, and no value can be attached to the lands other than said government price without legislation.

The area of the tract within said survey, as calculated, is 137,500$\frac{12}{100}$ acres, while the total area as shown by the schedules is 134,147$\frac{89}{100}$ acres. This discrepancy (which is less than was anticipated) is accounted for by the fact that the old plats of survey under which lands were disposed of may vary from the latest plats. The area of the entire tract west of said line running south from Fort Smith was calculated by taking points on the line and triangulating, and there may be small bodies of water meandered or hills not surveyed, the areas of which do not appear upon the plats of survey.

Very respectfully,

J. W. WILLIAMSON,
Commissioner.

* * * * * * *

The following is a statement of the area of lands sold for cash, of lands otherwise disposed of, of lands remaining unsold, and the amount of money received for lands sold for cash, as given in the following statement, viz:

RECAPITULATION.

Amount of cash	$23,930 61
Land sold for cash	21,211.33
Land otherwise disposed of	35,428.56
Land unsold	79,564.13
Total	136,204.02

137,500.12	
136,204.02	
1,296.10	

Discrepancy of 1,296.10 *acres* accounted for in manner stated in letter to Secretary of April 4th, 1878, transmitting first statement above given.

IN THE UNITED STATES COURT OF CLAIMS, DECEMBER TERM, A. D. 1881.

THE CHOCTAW NATION OF INDIANS
v.
THE UNITED STATES.
} No. 12,742.

The claimant files herewith and offers as evidence in the above-entitled cause a printed copy of "Senate Mis. Doc. No. 9, Thirty-sixth Congress, second session," entitled '*Memorial of the representatives of the Choctaw Nation of Indians, in general council assembled, praying the payment of the amount due the Choctaws under the treaty of June*, 1855."

JOHN B. LUCE,
Attorney for Claimant.

By JOHN J. WEED,
Of Counsel.

[Senate Mis. Doc. No. 9, Thirty-sixth Congress, second session.]

Memorial of the representatives of the Choctaw Nation of Indians, in general council assembled, praying the payment of the amount due the Choctaws under the treaty of June, 1855.

JANUARY 9, 1861.—Referred to the Committee on Indian Affairs. Motion to print referred to the Committee on Printing.
JANUARY 14.—Report in favor of printing the usual number submitted, considered, and agreed to.

MEMORIAL to the Congress of the United States of America.

Your memorialists, the representatives of the Choctaw Nation in general council assembled, would respectfully present for the consideration of your honorable body, in behalf of the Choctaw Nation, that in consequence of the unprecedented drought during the past summer, and not from any want of industry on the part of the people, there has been almost an entire failure of the corn crop, and a large portion of our people are now entirely destitute of the means of subsistence. Almost daily the homes of those of our citizens who have been somewhat more favored, and enabled to raise a small surplus of corn, are besieged by families of poor starving women and children who are without a morsel of bread.

If such be the condition of the indigent now, at harvest time, can you picture to yourselves what will be their condition during the coming winter?

Alas, it is too true that famine and want stares us in the face; and we are left without the least glimmering ray of hope to avoid it without your kind aid and assistance. Relief, and that speedily, must be rendered, or many of the Choctaw people will suffer starvation and death.

Should the approaching winter prove as severe as the last, the stock must also perish, and then nothing will remain, not even dried beef alone, to satisfy the cravings of hunger.

Under these appalling and distressing circumstances, we, your memorialists, feel, as the representatives of the Choctaw people, that we have a right to call upon your honorable body to speedily appropriate the necessary amount to pay the Choctaw people the debt which, under the award of the Senate of the United States, made in accordance with the stipulations contained in the treaty of June, 1855, has been ascertained to be due them.

We ask, as a matter of justice and humanity, that your honorable body take immediate action on this subject, which, to many among us, is a matter of life and death.

Your memorialists have been taught to look upon and feel towards the Government of the United States that it was their friend and guardian.

We come not before you as paupers or mendicants, but a loyal and industrious people, who have been prevented by the intervention of providential causes from producing a sufficiency of the staff of life to supply our very limited wants.

All we ask is that you discharge the amount guaranteed to us by your own solemn covenant and treaty stipulation.

PETER FOLSOM,
President of the Senate.
WILLIAM ROEBUCK,
Speaker of the House.

DEPARTMENT OF THE INTERIOR,
Office of Indian Affairs, January 5, 1861.

SIR: The inclosed memorial from the Choctaws having been sent to this office for transmission to Congress, I beg leave, on their behalf, to request that you will be so good as to present it to the Senate, and have it appropriately referred. And, as an act of justice to the Choctaws, I would suggest whether it should not be printed.

As stated in the memorial and in my late annual report, the present condition of the Choctaws is one of extreme hardship, arising from the entire loss of their last season's crops, and there is an urgent necessity for something being done at once for their relief, in order to prevent great suffering, if not absolute starvation, among them.

Very respectfully, your obedient servant,

A. B. GREENWOOD,
Commissioner.

Hon. W. K. SEBASTIAN,
Chairman Committee on Indian Affairs, U. S. Senate.

Deposition of James S. Standley, for claimant, taken at Washington, D. C., on the 10*th day of December, A. D.* 1881.

Claimant's counsel, John J. Weed; defendant's counsel, Hon. Thomas Simons.

First general interrogatory by the commissioner. Please state your name, age, residence, and occupation; whether you have any interest, direct or indirect, in the claim which is the subject of inquiry.

Answer. My name is James S. Standley; I am forty years old; I reside at Atoka, Choctaw Nation. I have several occupations; I am an office-holder in that nation; I am a lawyer; and I also have a farm. I have no interest in this claim except as a citizen of the nation.

Direct examination by Mr. J. J. WEED:

Question. How long have you been practicing law in the Choctaw Nation?

Answer. I established myself soon after I went there, which will be nine years ago next month. I took out a license as soon as I went there.

Question. What was your connection with the Choctaw Nation during that time?

Answer. I was collector of revenue during that time. I am now national agent. I have been associated more or less with the administration of affairs in different ways, rather in a private way, however, all the time I have been there. I have always been present at the sessions of the council.

Question. Where were you admitted to the bar?

Answer. In Mississippi.

Question. Are you a citizen of the Choctaw Nation?

Answer. Yes, sir.

Question. How long have you been such?

Answer. I was born a citizen of that nation.

Question. I will ask you to look at the book I now hand you and state what it is, and whether or not it is the recognized official publication of the laws of the Choctaw Nation, or whether it was published by the authority of the Choctaw Nation?

(Objected to by Mr. Simons, because the laws of the Choctaw Nation cannot be proved by the witness.)

Answer. This book is a volume which is recognized there as standard authority, so far as it goes. It was published in 1869. Since that time parts of it have been amended, repealed, and modified to a certain extent, but the greater part of it still remains just as it was published, and is recognized as far as it goes, so far as treaties are concerned, and so far as the constitution is concerned, as the standard authority there at the present time.

Question. Will you state by what authority this volume was published?

Answer. By authority of the Choctaw Nation. You will find it in the book itself.

Mr. WEED. I offer this book in evidence, and especially Article 5 of the constitution of the Choctaw Nation, and ask the commissioner to make a certified copy of that article and attach it as an exhibit to this deposition, marked J. S S., No. 1, for identification.

Question. State what, if any, knowledge you have in regard to any changes having been made in Article 5 of the constitution since the publication of that book.

Answer. There have been no changes made in it.

Question. State what, if any, knowledge you have in regard to the fact of the nation, since the adoption of that constitution, having elected an additional principal chief in pursuance of the provisions of Article 5.

Answer. There has only been one principal chief elected since the adoption of that article. I know personally, since I first went there in January, 1873, and gather my knowledge previous to that time from my familiarity with the public affairs and business of the country, as to how it was conducted previous to my going there.

Question. What opportunities of becoming acquainted with the history of the nation previous to the time you went there to reside, have you had?

Answer. Well, sir, it has become familiar to me in some respects by association with the people and hearing them express themselves, and again I have been present at sessions of the general council, most usually in the capacity of draftsman, and it was my business in that capacity to examine records and acts passed at previous sessions, and familiarize myself generally with what had been done previously.

Question. What were you a draftsman of?

Answer. It was an office peculiar to the general council. The duties of the office are to serve members of the council or the principal chief or any one in authority there who desired any drafting done in writing. For instance, while I am there I most usually conduct the correspondence of the principal chief, and if a member of the council comes to me and wants me to draft a bill, I do it. I have been engaged in this way ever since I have been there.

Question. To what extent have you been able to become acquainted with the public history of the nation since you went there to reside, and especially since the adoption of the constitution contained in the volume marked J. S. S. No. 1, to which your attention has been directed?

Answer. The answer to the last question may perhaps serve partially as an answer to this. I became acquainted with it just by having opportunities to examine all the records of the nation at all times. I have frequently assisted the national secretary in arranging the records of the country, and I have also on several occasions during his absence had the keys to the archives and had the privilege of consulting the records just as I chose.

Cross-examination by Mr. SIMONS.

Cross-question. Have you ever read the petition of the claimants in this suit?

Answer. I have read a part of it.

Cross-question. Are you able to say whether, as a member of the nation, you would be entitled to any share of any recovery which might be obtained for the claimants in this suit?

Answer. No, sir. I can say this much, that in so far as adjudication of whatever claim I might have is concerned, that up to this time I have failed to establish any. You, perhaps, may not be familiar with what has been done in the Choctaw Nation in reference to those matters. A court of claims was established there to pass upon the claims of various individual claimants. Thinking that I, perhaps, might have a claim, I went before that court and ascertained that it was not recognized, or could not be established, or that I had none, or something like that.

Cross-question. What was the nature of the claim that you brought before that tribunal?

Answer. It was a claim for immigration.

Cross-question. Have you examined this petition sufficiently to ascertain whether the substance of that claim has been included within the claim now pending?

Answer. No, sir; I have not examined it sufficiently for that.

Cross-question. Will you look at the petition and state, if you can, whether it is or not, and see whether there is anything there which covers your case? Look at article 13 and see if that presents a claim under which you would get anything if they should happen to recover under it.

Answer. This article seems to limit the immigration to the year 1846. I did not go there till 1873. It puts it here between the years 1834 and 1846. It goes no further than that, I presume.

Cross-question. And is it your understanding that of any recovery under that article you would not be entitled to anything?

Answer. I would not be entitled to anything.

Cross-question. Have you examined the subject-matter of the petition sufficiently to be able to state whether, if any general recovery which the nation, might obtain under any of the articles of the claim therein, you would be entitled to a share as a member or citizen of the nation, independent of any personal or individual claim you might have?

Answer. Well, I do not know how far the individual claims will reach. I do not know how much they will recover. Whatever goes to the nation as a nation in its sovereign capacity, of course I would indirectly have, as every citizen has, an interest in that way; but not as an individual.

Cross-question. Would not the amount of such a general recovery be distributed among the individual members of the nation?

Answer. No, sir.

Cross-question. What do you know about the election of an additional principal chief in the Choctaw Nation between September 27, 1830, and September 27, 1850?

Answer. I do not personally know anything about it.

Cross-question. Or between the date of the treaty September 27, 1830, and the date of the adoption of the constitution in 1860?

Answer. You mean between the years 1830 and 1860?

Cross-question. Yes.

Answer. Well, I would make that same answer. Personally I do not know anything about it.

Cross-question. Did you ever make an examination of the records of the Choctaw Nation between the dates mentioned with reference to determining whether they had or had not elected an additional chief during that period.

Answer. My examination of the record there goes to show that they had several chiefs. There was no principal chief. They had what they called district chiefs.

Cross-question. Between those dates?

Answer. Yes, sir. It may have been 1857. You might limit it to the time when the district chiefs went out and our principal chiefs came in. I think that is the time it began.

Cross-question. Since 1857, as I understand your previous testimony, there has been one principal chief and no other?

Question. Yes; my first testimony was since 1860, since the adoption of the constitution. I was not asked in my direct examination as to any time before 1860.

Cross-question. I understand from your testimony now that in 1857 you first began to elect a principal chief, and since that date you have had one principal chief.

Question. It is the same officer, but he was called governor from 1857 to 1860. In the new constitution, adopted in 1860, it was changed.

Cross-question. You called him then principal chief?

Answer. Yes, sir.

Cross-question. You state that you were admitted to practice law in the State of Mississippi before you went to the Choctaw Nation, in the Indian Territory?

Answer. Yes.

Cross-question. State the nature of the proceeding by which you were admitted to practice in the Territory.

Answer. The law there provides that the candidate should be examined by one of the judges of the supreme court, and if found qualified he is admitted to practice upon the payment of $10.

Cross-question. You passed that examination, did you?

Answer. Yes, sir.

Cross-question. And were admitted by the supreme court of the Choctaw Nation?

Answer. Yes.

Cross-question. What time and place?

Answer. I recollect very well where it was, but cannot tell you the time.

Cross-question. Well, about what time was it?

Answer. In 1873 or 1874.

Cross-question. Soon after your arrival?

Answer. Yes; at the town of McAllister.

Cross-question. Do you know anything more about the authority of the book of laws which has been presented other than what appears in the book itself; as to its being published by authority?

Answer. Do you mean have I any means of knowing whether it has been accepted by the nation, and whether the nation did authorize its publication?

Cross-question. No, I did not mean that exactly. I meant ——

Answer. I know this: I have seen the laws themselves, which authorize its publication.

Cross-question. Where have you seen them?

Answer. I have seen them in the book itself and in the archives, and I became familiar with them because of the fact of there having been some question which came up in reference to the paying for the printing. It became necessary to examine it, and I made the report of the committee which had the case under examination.

Cross-question. Is the law in the book?

Answer. Yes, sir.

Cross-question. Does this collection embrace all the laws passed by the Choctaw Nation, or merely those laws which were in force at the date of the compilation?

Answer. I think it embraces them all up to the date of its compilation. I know this much: In the administration of the affairs of the nation they never have gone outside of that book for anything up to the time of its publication.

Cross-question. Was there any constitution of the nation prior to the one adopted which appears in this volume?

Answer. Yes, sir.

Cross-question. When was their first written constitution?

Answer. Well, I cannot tell you that. They adopted one in 1857 just previous to that, but when the first one was adopted I do not know.

Cross-question. Have you any knowledge when the subject-matter of the article which has been referred to, article 5, first became the law of the Choctaw Nation?

Answer. In 1860. I know that just as I know other things, though, that I did not see, was not present at, and took no part in.

Cross-question. Was the subject-matter of that article, or any part of it, the same as any provision of the laws of the nation before that, to your knowledge?

Answer. No, sir; somewhat the same, but not all the same.

Cross-question. You stated that you were a Choctaw citizen by birth; your parents, then, were members or citizens of the Choctaw Nation?

Answer. One of them was—my father.

Cross-question. You always lived in the State of Mississippi prior to your departure to the Territory, as you testified?

Answer. Yes, sir.

Redirect, by Mr. J. J. Weed:

Question. You have referred to a constitution adopted in 1857; can you give anything of the history of that constitution under which the officer was elected called a governor?

Answer. Well, I know our records show there was such a constitution.

Question. Well, what was the occasion of amending the constitution in 1859 which resulted in the adoption of the constitution in respect to which you have testified now as having gone into effect in 1860?

Mr. SIMMONS. I object to that because the witness cannot know that, as he was not there.

Answer. I will state that I did not know personally about these matters, but historically I can tell you what I have learned about it. I have learned that by some means or other, I never learned what, that never appeared upon the record; the constitution of 1857 was not submitted to the people after it was made. It was objected to by the people on that ground, namely, that it had not been submitted to them, and they decided to hold another convention and frame another constitution and submit that to the people, and that was the issue upon which the members of the new convention to frame a constitution were elected; that it was to be submitted, after it was made, to the people for their ratification.

Second general interrogatory by the commissioner. Do you know of any other matter relative to this claim in question? If so, please state it.

Answer. I do not call to mind anything at this time.

J. S. STANDLEY.

WM. T. S. CURTIS, *Notary*.

EXHIBIT.

ARTICLE V.

EXECUTIVE DEPARTMENT.

SECTION 1. The supreme executive power of the Choctaw Nation shall be vested in one principal chief, assisted by three subordinate district chiefs, who shall hold their respective offices for the term of two years from the time of their installation; but they shall not be eligible for the same office for more than two terms in succession.

SEC. 2. The principal chief of the Choctaw Nation shall be elected by the qualified electors of the Choctaw Nation, and the subordinate chiefs of the Choctaw Nation shall be elected by the qualified electors of their respective districts on the first Wednesday in August, eighteen hundred and sixty, and every two years thereafter.

SEC. 3. The returns of every election for principal chief shall be made out, sealed up, and transmitted to the supreme judges of each district, to be forwarded by him to the national secretary, who shall deliver them to the speaker of the house of representatives during the first week of its organization, who shall proceed to open and count the votes in the presence of both houses of the general council; and the person having the highest number of votes shall be declared principal chief by the speaker. But if two or more shall be equal or highest in votes, then one of them shall be chosen principal chief by the joint ballot of both houses of the general council; but the returns of every election for district and county officers shall be made out, sealed, and transmitted to the supreme judge of each district, who shall proceed to open, take an abstract, and declare what candidates for district and county officers are elected, and forward a true copy of the same to the national secretary, who shall file them in his office for safe-keeping.

SEC. 4. In case of death, resignation, or removal of the principal chief, the president of the senate shall exercise the duties of principal chief until the next regular election for that office; but should the vacancy be on account of the inability of the principal chief to discharge his duties, the president of the senate shall exercise the said duties until such inability shall be removed.

SEC. 5. In case of any vacancy occurring in the office of district chief, the principal chief shall have the power to appoint a chief *pro tem.* in the district where such vacancy may occur until the next regular election for that office.

SEC. 6. No person shall be eligible to the office of principal or district chief unless he shall have attained the age of thirty years, and have been an inhabitant of the Choctaw Nation at least five years next preceding his election.

SEC. 7. The principal chief shall from time to time give to the general council information of the state of the government, and recommend to their consideration such measures as he may deem expedient.

SEC. 8. The principal chief shall take care that the laws be faithfully executed.

SEC. 9. The principal chief may by proclamation, on extraordinary occasions, convene the general council at the seat of government, or at a different place if that have become, since their last adjournment, dangerous from an enemy or from contagious disease.

SEC. 10. In case of disagreement between the two houses with respect to the time of adjournment, the principal chief may adjourn them to such a time as he shall think best, not beyond the day of the next meeting of the general council.

SEC. 11. All vacancies which may occur in offices that are elective by the people or general council, the principal chief shall have the power to fill such vacancies by appointment until the next regular election.

SEC. 12. No person shall hold the office of principal or district chief, and any other office or commission, either in this nation or under any State, or in the United States, or any power, at one and the same time.

SEC. 13. The district chiefs shall have such superintending control over the affairs of their respective districts as may be prescribed by the general council. It shall be their duty to have the laws properly enforced within their respective limits. They shall from time to time report to the principal chief such information respecting the affairs of their districts, and recommend for his consideration such measures as they may deem expedient.

SEC. 14. A sheriff and ranger shall be elected in each county by the qualified electors thereof, who shall hold their offices for the term of two years unless sooner removed. And it shall be the duty of the district chiefs to appoint a competent number of light horsemen in their respective districts, as may hereafter be provided by law, who shall hold their offices for the term of two years unless sooner removed.

SEC. 15. The principal chief, national secretary, national treasurer, national auditor, and national attorney, shall reside at or near the seat of government.

SEC. 16. The principal chief shall be head commander of the militia of this nation.

DISTRICT OF COLUMBIA,
County of Washington, ss:

I, Wm. T. S. Curtis, a notary public within and for said District, do hereby certify that I have compared the above copy with Art. V of the

constitution of the Choctaw Nation, as appears on pages 16, 17, and 18 of the Laws of the Choctaw Nation, 1869, and find the same to be a correct and true copy of said Article V.

In testimony whereof I have hereunto set my hand and seal this 13th day of December, A. D. 1881.

[SEAL.] WM. T. S. CURTIS,
Notary Public, D. C.

DISTRICT OF COLUMBIA,
County of Washington, ss:

I, Wm. T. S. Curtis, a notary public in and for said District and county, certify that at the time and place aforesaid, James S. Standley, a witness on behalf of the claimant in the above-entitled cause, was by me sworn, before any question was put to him, to tell the truth, the whole truth, and nothing but the truth relative to said cause, and that his answers were taken down in my presence, and his deposition as above set forth was read over to and signed by him before me at the time and place aforesaid.

In witness whereof I have hereunto set my hand and seal this 14th day of December, A. D. 1881.

[SEAL.] WM. T. S. CURTIS,
Notary Public, D. C.

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